

## Adobe Stock Additional Terms

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**3.6 Digital Library.** You may create a digital library, network configuration or similar arrangement to allow the Work to be viewed by employees and clients of your company.

**3.7 Reservation.** If a Work is in violation of these Terms, we may instruct you to cease all use, distribution and possession of such Work, and you must promptly comply with such instructions. We reserve all rights not expressly granted in these Terms.

## **4. Restrictions.**

**4.1 General Restrictions.** You must not misuse the Work. Except as expressly permitted in section 3 (License to the Works), you must not:

(A) sell, license or distribute the Work or any modified Work as stand-alone or as part of an online database or any other database, or any derivative product containing the Work in such way that would allow a third party to use, download, extract, or access the Work as a stand-alone file or electronic template;

(B) share the Work with any other person or entity, or post the Work online in a downloadable format or on an electronic bulletin board;

(C) use, reproduce, distribute, perform, modify, or display the Work (by itself or in combination with any other work of authorship) in any manner that is libelous or slanderous or otherwise defamatory, obscene or indecent;

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(H) use the Work (or Editorial Work) in an editorial manner without affixing the accompanying copyright notice.

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(B) Unless you have an Extended License for a Work, you may only distribute the Work as incorporated into an item of merchandise if (1) the Work has been modified to the extent that the modification is not substantially similar to the original Work and can qualify as an original work of authorship, or (2) the primary value of the item of merchandise does not lie with the Work itself. For clarification, under the Standard License and Enhanced License, producing an unmodified Work on a poster intended for resale is not permitted as the primary value would lie in the Work itself.

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(B) modify Editorial Works, except for minor adjustments for technical quality (e.g., for tone or brightness) or slight cropping or resizing, and only if you maintain the editorial context and meaning of the Editorial Work.

**4.4 Website Use.** Notwithstanding anything to the contrary in the Terms, with respect to using and displaying the Work on websites, you must take all reasonable actions to prevent website visitors from downloading or reusing the Work.

**4.5 Social Media Use.** You may post or upload an unmodified version of the Work on Social Media Site if (A) you include a copyright notice on the Work itself (© Author Name – stock.adobe.com) and (B) the terms of use governing the Social Media Site do not include any provision which would claim to grant any exclusive rights or ownership in respect of such Work or modified Work to anyone. "**Social Media Site**" means a website or application which has a primary focus on facilitating social interaction among its users and allowing users to share content in connection with such social interaction.

**4.6 Sharing with Your Creative Cloud Team.** Team members using the Work licensed through your Creative Cloud Team must all be from one legal entity. Your Team plan may be used by up to 10 team members. An Enterprise plan is required if more than 10 members need to access the service or if you need licenses that cover other legal entities.

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You shall indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, or licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your use of the Work (except as indemnified under section 7 (Our Indemnification Obligations)), or your violation of these Terms.

We have the right to control the defense of any claim, action or matter subject to indemnification by you with counsel of our own choosing. You will fully cooperate with us in the defense of any such claim, action or matter.

## **7. Our Indemnification Obligations.**

**7.1 Our Duty to Indemnify.** Provided that the Works are used in accordance with the Terms, we will defend any third-party claim, action, or legal proceeding made against a person or entity (collectively, "**Claim**") during the term of the Terms to the extent the Claim alleges that your use of the Indemnified Work pursuant to these Terms directly infringes the third party's copyright, trademark, publicity rights, or privacy rights ("**Infringement Claim**"). "**Indemnified Work**" means any Work that you have purchased and downloaded from the Website that has not been modified, except a Work that (A) is part of our collection of free Works; (B) can otherwise be downloaded without payment of credits or monetary compensation; or (C) any Editorial Works. We will pay you the damages, losses, costs, expenses, or liabilities (collectively, "**Losses**") directly attributable to an Infringement Claim and which are either finally awarded by a court of competent jurisdiction against you or agreed to in a written settlement agreement signed by us.

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(B) if you fail to (1) notify us in writing of the Infringement Claim promptly upon the earlier of learning of or receiving a notice of it, to the extent we are prejudiced by this failure; (2) provide us with reasonable assistance requested by us for the defense or settlement of the Infringement Claim; (3) provide us with the exclusive right to control and the authority to settle the Infringement Claim; or (4) refrain from making admissions about the Infringement Claim without our prior written consent.

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