



PSLT – Adobe Stock (2016v1.1)

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 - 2.1 **Enhanced License for Commercial Works.** Subject to the restrictions in the General Terms and section 3 (Restrictions) below, for those Commercial Works that are downloaded and subject to an Enhanced License Customer and its Affiliates (collectively referred to as “Customer”) may use, reproduce, archive, modify or display the Work for marketing, promotional, internal presentation or decoration purposes only with no reproduction or production limit. Customer has no right to the Extended License if the Work is only available as an Enhanced License.
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 - (3) Public relations campaign to promote goods or services through the media. If Customer incorporates a Work into a promotional press release that will be released to the media, Customer may distribute the stand-alone image file to the media, provided the media is only permitted to publish the Work in connection with the press release, and the media does not use or disseminate the Work in any other manner collectively.
 - 2.3 **Editorial Works.** Subject to any restrictions in this PSLT or shown in the user interface, Customer may use, reproduce, and display Editorial Works on Customer’s Site only for non-commercial purposes. Customer may use the Editorial Work for commercial purposes only if Customer obtains a separate permission and releases from the model or the property owner as required for its use.
 - 2.4 **Client Use.** Customer may use the license granted under this Agreement for the benefit of one of its clients, provided that Customer must transfer all its license to its client and Customer’s client must comply with these terms and comply with all license and use restrictions. Customer is solely responsible and liable for any and all use of the Work by its client. Customer must purchase additional licenses for the same Work if Customer intends to use the same Work for the benefit of other clients.
 - 2.5 **Archiving Rights.** Customer may create an archive, digital library, network configuration or similar arrangement to allow the Work to be viewed by Users, partners and clients of Customer.
 - 2.6 **Comp License.** Subject to the restrictions in the General Terms and section 3 (Restrictions), Customer may use, reproduce, download or display “comp” or preview versions of a Work solely for previewing how a Work may look in production (“**Comp Use**”). Customer has no right to a production use of the Work without first acquiring an Enhanced License or Extended License for the Work.

- 2.7 **Reservation.** If a Work is in violation of a third-party right, Adobe may instruct Customer to cease all use, distribution and possession of such Work, and Customer must promptly comply with such instructions.

3. Restrictions.

- 3.1 **General Restrictions.** In addition to the restrictions in the General Terms which also apply to a Work, except as expressly permitted in section 2 (License to the Work), Customer 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 Image as a stand-alone file;
- (B) share the Work with any other person or entity (except as stated in section 2.5 (Archiving Rights) or post the Work online in a downloadable format, post the Work on an electronic bulletin board;
- (C) use, reproduce, distribute, perform, modify, or display the Work (including, without limitation, by itself or in combination with any other work of authorship) in any manner that is libellous or slanderous or otherwise defamatory, obscene or indecent;
- (D) take any action in connection with the Work that infringes the intellectual property or other rights of any person or entity, including, without limitation, the moral rights of the creator of the Work and the rights of any person who, or any person whose property, appears in Work;
- (E) incorporate the Work into a trademark or service mark;
- (F) take any action in connection with the Work that would reasonably imply that the creator of the Work, or the persons or property appearing in the Work (if any), endorse any political, economic or other opinion-based movements or parties;
- (G) use the Work in a way that places any person in the photo in a bad light or depicts them in a way that they may find offensive - this includes, but is not limited to: use the use of Works in pornography; tobacco ads; ads for adult entertainment clubs or similar venues, including escort or similar services; political endorsements; implies mental or physical illness or impairment or uses that are defamatory, or otherwise contain unlawful, offensive or immoral content;
- (H) use the Work in an editorial manner without affixing the accompanying copyright notice or credit in this format © Author Name – stock.adobe.com; unless the copyright notice is not required under applicable law and it would not be customary to include the copyright notice or editorial credit in a particular situation.

- 3.2 **Enhanced License Additional Restrictions.** In addition to the restrictions in the General Terms and otherwise stated in this PSLT, Customer 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 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.

- 3.3 **Editorial Use Restrictions.** With respect to Editorial Works, Customer must not (A) use Editorial Works for any commercial purposes, including advertising, promotions, “advertorials” (e.g., an advertisement in a magazine that is presented in the style of an editorial article); and (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 Customer maintains the editorial context and meaning of the Editorial Work.

- 3.4 **Website Use.** Customer must take all reasonable actions to prevent Customer Site visitors from downloading or reusing Work that is published on websites.

- 3.5 **Social Media Use.** Customer may post or upload an unmodified version of the Work on Social Media Sites if (a) Customer includes copyright notice on the Work itself ((c) 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.

- 3.6 **Regional Service Limitations.** The On-demand Service is currently restricted in certain countries, including mainland China and Russia, and Customer is not permitted to use the On-demand Services in mainland China or Russia.

4. Third Party Intellectual Property Rights.

- 4.1 **Adobe's Obligations.** For purposes of this PSLT, an "Infringement Claim" as defined in the Third Party Intellectual Property Rights section of the General Terms also includes a third-party Claim against Customer during the License Term to the extent the Claim alleges that an Indemnified Work directly infringes the third party's patent, copyright, trademark, publicity rights or privacy rights.
- 4.2 **Additional Conditions.** Adobe will have no liability for any Infringement Claim that arises from (A) any modification of the Indemnified Work to the extent that the claim arises from such modification; (B) any combination of the Indemnified Work with any other works; (C) any use of the Indemnified Work after Adobe has instructed Customer to stop using the Indemnified Work; or (D) Customer's use of the Indemnified Work in violation of the terms of this Agreement.
5. **Other Claims.** In addition to those Customer obligations set forth in the subsection (Customer's Obligations) under the section (Other Claims) in the General Terms, Customer will defend, at its expense, any third-party Claim against Adobe to the extent it arises from Customer's use of Work in violation of the terms of this Agreement.
6. **Termination and Effect of Termination.** Adobe may terminate the license with respect to any Work upon notice to Customer in the event of Customer's breach of the terms in this Agreement. Adobe may deny the downloading of any Work. Upon termination of the Agreement, Customer may continue to use the Work that Customer has downloaded and paid for, subject to its compliance with the Agreement.
7. **Third-Party Notices.** The creators of certain public standards and publicly available code, as well as other third party licensors, require that certain notices be passed through to the end users of the On-demand Service. These third party notices are located at www.adobe.com/products/eula/third_party/index.html (or a successor website thereto) ("**Third Party Notice Page**"). The inclusion of these third-party notices does not limit Adobe's obligations to the Customer.
8. **Definitions.**
- 8.1 "**Commercial Work**" means a Work used with the sole or chief emphasis on salability, profit or success for the Customer's business and excludes (A) Editorial Works; and (B) Works licensed for Comp Use.
- 8.2 "**Editorial Work**" means a Work designated as "Editorial use only" in the user interface that is used only for non-commercial purposes in connection with events that are newsworthy or of cultural interest, typically in newspaper articles, blogs or similar media.
- 8.3 "**Enhanced License**" refers to the "Enhanced License" designation of the specific license rights associated with Customer's download and use of Commercial Works as identified in the user interface.
- 8.4 "**Extended License**" refers to the "Extended License" designation of the specific license rights associated with Customer's download and use of Commercial Works as identified in the user interface.
- 8.5 "**Indemnified Work**" means a Work that Customer has downloaded through the use of paid credits or other monetary compensation.
- 8.6 "**Social Media Site(s)**" 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.
- 8.7 "**Work**" means the images (including, but not limited to, photographs, illustrations, and vector files), videos, or other pictorial or graphic work that Customer may license or download through the Adobe Stock website for enterprise customers.