



## PSLT – Adobe Stock (2015v2)

1. **Ownership.** “Work” means the photograph, illustration, image, or other pictorial or graphical work available through Adobe Stock. Except as granted in this PSLT, Adobe and its licensor retain all rights, title, and interest in and to the Work.
2. **License to the Work.**
  - 2.1 **Standard License.** Customer may use, reproduce, modify or display the Work for marketing, promotional, or internal presentation or decoration purposes, subject further to the restrictions in Section 3.
  - 2.2 **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 client.
  - 2.3 **Digital Library.** Customer may create a digital library, network configuration or similar arrangement to allow the Work to be viewed by employees and clients of Customer.
  - 2.4 **Reservation.** If a Work is in violation of these terms, Adobe may instruct Customer to cease all use, distribution and possession of such Work, and Customer must promptly comply with such instructions. Adobe reserves all rights not expressly granted in these terms.
3. **Restrictions**
  - 3.1 **General Restrictions.** Except as expressly permitted in Section 2 above, 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 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 libelous or slanderous or otherwise defamatory, obscene or indecent;
    - (D) remove any copyright or proprietary notice or other information that may appear on, embedded in, or in connection with the Work in its original downloaded form or in any permitted backup copy;
    - (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) 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; 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; unless if copyright notice is not required under applicable law and it would not be customary to include the copyright notice in a particular situation;
    - (I) distribute or incorporate the Work onto an item of merchandise if (i) the modified Work is not different enough to qualify as an original work of authorship or (ii) the primary value of the item lies with the Work itself. For clarification, producing an unmodified Work on a poster is not permitted as the primary value would lie in the Work itself; or

(J) use, include, or incorporate the Work in any electronic template or application (such as a web design or presentation template, or templates for electronic greeting cards or business cards).

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

3.3 **Social Media Use.** Customer may post or upload the Social-Media Enabled Works (and modifications thereof) directly onto Social Media Site if 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.

3.4 Only Customer's Users may use the Work stated in the applicable Sales Order and such use must be on Customer's behalf. Customer and each User are jointly and severally liable to Adobe for the compliance with these terms.

#### 4. Downloads.

4.1 **Unused Downloads.** If Customer purchases the Work in term of number of Works a year ("**Pack**"), then the unused downloads in a Pack for a particular year of the license term do not carry over to the next year.

4.2 **Overage.** If Customer exceeds the number allotted in the Pack, then Adobe will charge any additional downloads at the rate stated in the applicable Sales Order for such downloads.

5. **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.

6. **Effect of Termination.** 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 but Customer will forfeit all rights, title and interest in and to any and all unused downloads.