

## Adobe Stock Contributor Agreement Additional Terms to Adobe General Terms of Use

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These Additional Terms are incorporated by reference into the Adobe General Terms of Use (“**General Terms**”) located at [www.adobe.com/go/terms](http://www.adobe.com/go/terms) and govern your use of the Adobe Stock Services as regards to the upload or submission of any Work to Adobe Stock, except if you are a resident of Germany, the terms at [http://www.adobe.com/go/contributorterms\\_de](http://www.adobe.com/go/contributorterms_de) apply. These Additional Terms apply to all Content, photographs, illustrations, vectors, images, templates, 3D assets, videos, and other pictorial or graphic works (collectively and including all associated keywords, descriptions, credits, and captions) that you submit to us or upload to a Website under these Additional Terms or any other prior version thereof (“**Work(s)**”). These Additional Terms and the General Terms are collectively referred to as “**Terms**.” Capitalized terms not defined here have the same meaning as defined in the General Terms. “**Website**” means our websites and applications that facilitate access to these websites, including but not limited to [contributor.stock.adobe.com](http://contributor.stock.adobe.com), [fotolia.com](http://fotolia.com), [stock.adobe.com](http://stock.adobe.com), and [adobe.com](http://adobe.com). If you submit Work on behalf of the applicable copyright owner(s), you represent and warrant that you have the authority to, and will, ensure that such copyright owner(s) comply with the Terms where necessary. If you submit Work on behalf of an entity, then the Terms apply to that entity and its affiliates. In such case, you represent and warrant that you have the authority to bind the entity to the Terms.

**1. Licenses for Adobe.** You grant us a non-exclusive, worldwide, perpetual, fully-paid, and royalty-free license to use, reproduce, publicly display, publicly perform, distribute, index, translate, and modify the Work for the purposes of operating the Website; presenting, distributing, marketing, promoting, and licensing the Work to users; developing new features and services; archiving the Work; and protecting the Work. We may use the Work for the purposes of marketing and promoting your Work, the Website, our business, and our other products and services, in which case you grant us a non-exclusive, worldwide, fully-paid, and royalty-free license to use, reproduce, publicly display, distribute, modify, publicly perform, and translate the Work as needed, and we may compensate you at our discretion as described in section 5 (Payment) below. You also grant us the right, but not the obligation, to use your display name, trademarks, and trade names in connection with our marketing and promotional activities and our license to the Work under the Terms.

**2. Licenses for Users.** You grant us a license to further sublicense our right to use, reproduce, publicly display, distribute, modify, publicly perform, and translate the Work on a non-exclusive, worldwide, and perpetual basis in any media or embodiment. We may sublicense Works pursuant to a written or electronic agreement between us and a user (“**User Agreement**”). The license to users may include the right to modify and create derivative works based upon the Work, including but not limited to the right to sell or distribute for sale the Work or any reproductions thereof if incorporated or together with or onto any item of merchandise or other work of authorship, in any media or format now or hereafter known, provided that such users’ use of the modified Work is limited solely to the same uses permitted with respect to the original Work. For clarity, we may allow users and other authorized third parties (such as, without limitation, marketing consultants or service providers) to post or share the Work onto social media sites or other third-party websites, subject to any restrictions imposed by a User Agreement. We offer an Application Program Interface (“**API**”) program that allows our partners to showcase and to facilitate sales of the Work.

### **3. Intellectual Property Rights.**

**3.1 IP Rights.** You represent and warrant that you own all rights, title, and interest in and to the Work, including all copyrights, trademarks, patents, rights of privacy, rights of publicity, moral rights, and other proprietary rights (collectively, “**IP Rights**”), or have all necessary rights and license to grant us the licenses under the Terms. You further represent and warrant that the Work will not infringe the IP Rights of others, contain misleading or false information, or contain any illegal or defamatory content. You will not upload any Work that infringes or violates the IP Rights of any person or entity or that constitutes any libel, slander, or other defamation upon any person or entity. You must also comply with applicable law.

**3.2 Releases.** If the Work contains an image or likeness of an identifiable person, trademark or logo, or certain distinctive property that is protected by IP Rights, you represent and warrant that (A) you have obtained all necessary and valid releases

or agreements substantially similar to our standard model and property releases for each person or property depicted in the Work; and (B) you will promptly provide copies of such releases or agreements to us upon our request. However, if we agree that you may contribute to our collection of editorial content and you upload a Work designated "editorial use only," we may accept it without a model or property release, at our sole discretion, and subject to any of our guidelines or requirements. For Work designated "editorial use only," you represent and warrant that: (1) the Work truthfully depicts the subject; (2) all corresponding keywords, descriptions, credits, and captions are accurate; and (3) the Work has not been modified in a way that alters its editorial context or integrity.

**4. Ownership and Use of the Work.** Neither title nor any ownership interest in or to the Work is transferred to us as a result of the Terms. Except for the licenses granted by you pursuant to the Terms, we do not claim any ownership rights to the Work. Both we and our users who use a Work have the right, but not the obligation, to identify you as the creator or source of the Work in a customary manner. You understand and agree that, in commercial uses of the Work, (A) creators are not customarily credited in such uses; (B) users will not be obligated to credit creators; and (C) Work may be modified and used in connection with any subject matter (except pornographic or illegal). You therefore waive any right to object to these common business practices; however, User Agreements do not permit use of Works for pornographic or illegal purposes. In addition, metadata may be altered, removed, or added, without any liability to us, our distributors, or users. We are not liable for non-compliance with the terms of a User Agreement or for misuse by any third party. You grant us the right to enforce your IP Rights against infringers, but we have no obligation to do so. If you believe your Work has been misused, you agree to notify us and take no action without our prior written consent.

## **5. Payment.**

**5.1 Pricing and Payment Details.** We will pay you as described in the pricing and payment details at <https://helpx.adobe.com/stock/contributor/help/royalty-details.html> (or successor page or URL) (collectively, "**Pricing and Payment Details**") for any sales of licenses to Work, less any cancellations, returns, and refunds. We may modify the Pricing and Payment Details from time to time, including but not limited to updating the categories of Works, updating pricing and payment terms, and directing you to new Pricing and Payment Details for pricing and payment information. You should look at the Pricing and Payment Details regularly. By continuing to submit or upload Works or by not removing Works, you are agreeing to any new Pricing and Payment Details as revised from time to time. You may designate Work as free content, in which case we may distribute such Work without liability or payment to you. If you are not the copyright owner of a Work, you are solely responsible for compensating such copyright owner(s) where applicable. We may use third-party payment processors such as PayPal to facilitate the payment to you. If we or our partners offer a promotion, trial, test, or watermarked version of your Work, we are not subject to the payment obligations in this section.

**5.2 Taxes.** You are responsible for completing any necessary IRS forms in order to receive payment. A "US Person" (as defined by the IRS) must submit a completed IRS Form W-9 to us. A "Foreign Person" (as defined by the IRS) must submit a completed IRS Form W-8 to us in order to claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty. If any fee payable to you is subject to tax withholding or other tax collected at the source by any taxing authority, we will deduct such tax from the fee payable to you. We will make reasonable efforts to provide you with a copy of the official receipt covering such payment of tax, if such a copy is available. We will reasonably cooperate with you in order to obtain the benefits of any applicable tax treaties pertaining to such taxes.

## **6. Delivering, Submitting, and Managing the Work.**

**6.1 Delivering and Submitting the Work.** You will deliver the Work in the format(s) and via the delivery method(s) we request. Additionally, you will submit the Work for our review in accordance with the guidelines available on our Website or provided by us to you ("**Guidelines**"). We may modify the Guidelines from time to time. You should look at the Guidelines regularly. We may accept or reject the Work you upload to the Website or otherwise submit to us, at our sole discretion.

**6.2 Managing the Work.** You may remove any Work from the Website at any time, provided, however, that you do not remove more than 100 items of Work or 10% of the Work, whichever is greater, in any 90-day period without 90 days' prior written notice to Adobe. We may remove Work or terminate your account at our sole discretion without prior notice.

**7. Indemnification Obligations.** Without limiting your obligations in the General Terms, you will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, licensees, and licensors (including users) from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to Works or other content that you submit to us, your use of the Website, or your violation of the 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. Any amount that is or may be owed to you under section 5 (Payment) above may be offset and reduced by any amount owed by you pursuant to your indemnity obligations hereunder, without demand or notice to you.

## **8. Termination and Survival**

**8.1 Termination.** We may terminate these Additional Terms, remove any Work, or suspend your account, without prior notice. We will have no payment obligation to you if we terminate these Additional Terms for cause. By way of example, you may not download Adobe Stock content for the primary purpose of artificially inflating the number of downloads of content by a given contributor or for the primary purpose of artificially triggering payments. You may terminate these Additional Terms at any time with at least 90 days' prior written notice to us via email to contributor-support@adobe.com. We will use reasonable efforts to have any Work that you have removed from the Website removed from the websites of any of our affiliates (including co-branded websites) within 60 days after removal of the Work from the Website. Before the termination of these Additional Terms or removal of the Work from the websites of any of our affiliates, our users may continue to obtain new licenses to the Work.

**8.2 Effect of Termination; Survival.** After termination of these Additional Terms, we may continue to use the Work solely for internal archival and reference purposes or as stated in this section 8.2 (Effect of Termination; Survival). Sections 3 (Intellectual Property Rights), 4 (Ownership and Use of the Work), 5.1 (Pricing and Payment Details) (if Adobe has any payment obligations), 5.2 (Taxes), 7 (Indemnification Obligations), 8 (Termination and Survival), and 9.1 (Relationship) will survive the termination of these Additional Terms. Any licenses to a Work granted to our users or to us prior to the removal of that Work from the Website or the date of termination of these Additional Terms will survive. Additionally, users whose User Agreements allow them to license and possess a Work as a comp version (*e.g.*, a preview sample) may further convert that license to a usage license. We will provide payment as stated in section 5 (Payment) for any license fee that we receive as related to the Work after termination of these Additional Terms.

## **9. Miscellaneous.**

**9.1 Relationship.** If you reside in the United States, your relationship is with Adobe Inc., a United States company. If you reside outside of the United States, your relationship is with Adobe Canada Services Corporation, a Canadian company. The relationship between you and us under these Additional Terms is that of independent contractors. For clarification purposes, we are not joint venturers, partners, principal and agent, or employer and employee. Nothing in these Additional Terms is intended to, nor will, confer upon any third person or entity any rights, benefits, or remedies of any nature whatsoever.

**9.2 Disclaimer.** We expressly disclaim any liability for information, feedback, materials, or answers to questions provided by us or our representatives, all of which are provided as a courtesy only and do not amend the Terms or constitute legal advice. Without limitation, we make no representation or warranty that you or any other party may or will achieve any level of payments or revenue under or arising out of these Additional Terms.

**9.3 Communications.** You acknowledge that Adobe may contact you via e-mail or other means in order to communicate with you regarding Adobe's content needs and effective ways for us to work together.