



PSLT – Adobe Stock (2017v1)

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 - 2.7 **Reservation.** If Adobe reasonably believes that a Work may be subject to a third party claim or if a Work is otherwise in violation of this Agreement, then Adobe may instruct Customer to cease all use, distribution and possession of such Work, and Customer must promptly comply with such instructions. Adobe may discontinue the licensing of any Work at any time.

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, share 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 a way that allows a third party to use, download, extract or access the Work as a stand-alone file or electronic template;
- (B) use, reproduce, distribute, perform, modify, or display the Work (by itself or in combination with any other work of authorship, for example) in any manner that is libellous or slanderous or otherwise defamatory, obscene, illegal or indecent;
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- (D) incorporate the Work into a trademark, logo or service mark;
- (E) 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;
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- (H) remove, obscure or alter any proprietary notices associated with the Works.

3.2 **Standard License Restrictions.** If Customer has a Standard License, then Customer may not (A) cause or allow any Work to appear on more than 500,000 printed materials (flyers, advertisements, covers, packages, etc.); and/or (B) incorporate the Work into a television program, video, or other digital production if the audience is expected to be greater than 500,000 viewers, in total. This restriction does not apply to Works that are only displayed on websites, Social Media Sites or mobile applications.

3.3 **Standard License and Enhanced License Additional Restrictions.** In addition to the restrictions in the General Terms and this PSLT, unless Customer has an Extended License, Customer may only distribute the Work as incorporated into an item of merchandise if (A) 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 (B) the primary value of the item of merchandise does not lie with the Work itself. For clarification, under the Standard License or 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.

3.4 **Editorial Use Restrictions.** For Works designated as "editorial use only" Customer must not (A) use these 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) without receiving separate written permissions and releases as necessary for Customer's use; or (B) modify these 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 Work. Customer may also be subject to additional third party licensor restrictions (e.g., geographic limitations) that apply to a specific Work designated as "editorial use only". Such additional third party licensor restrictions will be displayed on the website in the details panel of the Work designated as "editorial use only".

3.5 **Social Media Use.** Customer may post or upload an unmodified version of the Work on Social Media Sites if (A) Customer includes the credit line or attribution notice on the Work itself (“Author Name / stock.adobe.com” or as designated on the Adobe Stock website for enterprises); and (B) the terms of use governing the Social Media Site do not include any provision which would claim to grant any exclusive rights in or ownership of the Work or modified Work to anyone.

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 Claims 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 out of: (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; (D) Customer’s use of the Indemnified Work in violation of the terms of this Agreement; (E) use of Works designated as “editorial use only”; or (F) the context in which Customer uses the Indemnified Work to the extent that the claim arises from such context.

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, except for Infringement Claims covered by section 4 (Third Party Intellectual Property Rights), Customer will defend, at its expense, any third-party Claim against Adobe to the extent it arises from Customer’s breach of the terms of this Agreement.

6. **Termination and Effect of Termination.** Adobe may terminate the license 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 from the On-demand Services. 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 <http://www.adobe.com/go/thirdparty> (or a successor website thereto). The inclusion of these third-party notices does not limit Adobe’s obligations to the Customer.

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8.1 **“Enhanced License”** means the “Enhanced License” designation of the specific license rights associated with Customer’s download and use of Works as specified in the Sales Order.

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8.3 **“Indemnified Work”** means a Work that Customer has downloaded and paid for.

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8.5 **“Standard License”** means the “Standard License” designation of the specific license rights associated with Customer’s download and use of Works as specified in the Sales Order.

8.6 **“Work”** means the images (such as photographs, illustrations, and vector files), videos, or other pictorial or graphic work that Customer may license or download through the Adobe Stock On-demand Services.