

THESE OPTIMIZEZY CMP & DAM PHOTOSTOCK TERMS (“PHOTOSTOCK TERMS”) ARE AN INTEGRAL ELEMENT OF THE SOFTWARE SUBSCRIPTION AGREEMENT AND APPLY TO CMP & DAM PHOTOSTOCK USE.

1.1 Definitions. Definitions used in these Photostock Terms are as defined in the Order Form, the SUT, or as defined in these Photostock Terms. Words denoting the singular include the plural and vice versa. Defined words include their grammatical forms.

1.1.1 Content means photographs licensed by Optimizely from Photostock Licensors

1.1.2 Photostock Licensors means the Third-Party licensors providing the Photostock.

1.1.3 Photostock means royalty-free Images from Getty, Adobe and Unsplash, and such others as Optimizely may add as Content.

1.2 Customer may only make one contextual use of each Photostock per download. For any new utilization, Customer must re-license the Photostock. For the avoidance of doubt, ‘contextual use’ means the use of Photostock within a single context (for example, an article, and includes publication to Customer’s website along with any social media distribution channels).

1.3 Customer may make modifications to Photostock, but may not remove any metadata and, if technically feasible, Customer shall disable any ‘right-click’ function in all Photostock.

1.4 Customer may not use the Photostock: **(i)** in electronic templates used to create electronic or printed products, **(ii)** in physical or digital retail products, such as e-cards, calendars, posters, or screensavers, **(iii)** for the purpose of enabling file-sharing of Photostock file, **(iv)** in logos, trademarks, services marks or any other branding or identifiers, **(v)** in connection with a sensitive, unflattering or controversial subject, unless Customer includes a statement (as a text overlay on the Photostock) that *‘the photo is used for illustrative purposes only, and the individual is a model’*, or such similar).

1.5 Further to the restrictions in section 1.4. Photostock cannot be utilized in any manner: **(i)** for pornographic or defamatory purposes, **(ii)** that knowingly infringes upon any Third-Party’s trademark or other intellectual property rights, including without limitation the moral rights of the creator of the Photostock and the rights of any person who, or any person whose property, appears in the Photostock, **(iii)** register, or apply to register, a trademark, design mark, service mark, sound mark, or tradename, that uses a Photostock (in whole or in part); **(iv)** claim ownership rights in an attempt to prevent a third party from using Photostock, **(v)** any unlawful purpose, **(vi)** in a way that places any person depicted in the Photostock in a bad light or in a way that they may find unflattering or controversial to a reasonable person - and this includes, but is not limited to, the use of Photostock that depict a mental or physical illness or impairment unless Customer includes a statement (as a text overlay on the Photostock) that *‘the image is used for illustrative purposes only, and the individual is a model’*, or such similar), **(vii)** in adult oriented products, **(viii)** in products related to or promoting tobacco or drug use, **(ix)** in products related to or promoting politicians, political ideologies or positions, **(x)** in merchandise relating to pharmaceutical, healthcare, herbal or medical products, or their use, **(xi)** give any express or implied misrepresentation that Customer (or any Affiliate or Authorised User is the creator or copyright holder of any Photostock).

1.6 Further to the restrictions in sections 1.4 & 1.5, Customer shall abide by any restrictions or limitations placed on the use of any Photostock by Third-Parties that license the Photostock to the Photostock Licensors, such as a sports league, team, union or similar governing body (each, a “Governing Body”), and if a Governing Body notifies an Photostock Licensor, Optimizely or the Customer that it views any use of a Photostock that was shot under a credential issued by such Governing Body (including intellectual property owned or controlled by such Governing Body) (“Sports Content”) as non-editorial, Customer must promptly suspend and cease display of the applicable Sports Content.

1.7 In addition to the restrictions in sections 1.4, 1.5 & 1.6, the right to use Unsplash Photostock does not include the right to use (a) Third-Party trademarks, logos, or brands that appear in Photostock, and (b) works of art or authorship that appear in that Photostock – and any case of Customer utilization, Customer may need the permission of the brand owner of the brand or work of authorship depending on how Customer on utilizes that Unsplash Photostock; and it will be Customer’s sole responsibility to secure any necessary permissions.

1.8 Customer shall not use, or allow Third-Parties to use, Photostock to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

1.9 Customer acknowledges that its right to utilize Photostock remains subject to Optimizely’s licensing terms with its Image Licensors, and that Photostock is subject to update from time by the Photostock Licensors. Optimizely reserves the right to replace Photostock Licensors. In the event that an Photostock Licensor terminates its Photostock license with Optimizely, Customer will, upon reasonable notice from Optimizely, cease utilizing any previously utilized Photostock of that Photostock Licensor.

1.10 Customers must cease utilizing Photostock upon the expiration of their Subscription, and there is no right to utilize Photostock after the expiration of their Subscription. Optimizely provides a thirty-day grace period post-Subscription for Customer to remove previously utilized Photostock.
