Behance Terms of Use


These terms govern your use of the Behance web sites or services (“Services”). By using the Services, you agree to these terms. If you have entered into another agreement with us concerning the Software or Services, then the terms of that agreement controls where it conflicts with these terms. As discussed more in Section 2 below, you retain all rights and ownership you have in your content that you make available through the Services.

1. Your Agreement With Us.

1.1 Choice of Law. Your relationship is with Behance Inc., a United States company, and you agree to be bound by the Law of California and the Law of the United States. “Law” means any applicable law, regulation, and guidelines such as those related to personal information, export control, data protection, data privacy, and Intellectual Property Rights. “Intellectual Property Rights” means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights. You may have additional rights under the Law. We do not seek to limit such rights to the extent prohibited by Law.

1.2 Eligibility. You may only use our Services if you are over 13 years old, it is legal for you to use our Services, and you are legally capable of entering into a binding contract.

1.3 Privacy. The Privacy Policy at http://www.behance.net/misc/privacy governs any information you provide to us.

1.4 Availability. Pages describing the Services are accessible from around the world but this does not mean all Services or service features are available in your country, or that user-generated content available via the Services is legal in your country. We may block access to certain Services (or certain service features or content) in certain countries. It is your responsibility to make sure your use of the Services is legal in the country where you live. Services are not available in all languages.

1.5 These terms are incorporated into the Adobe.com Terms of Use at www.adobe.com/go/terms. These terms will govern in relation to the Services if there are inconsistencies between these terms and the Adobe.com Terms of Use.

2. Your Content.

2.1 Ownership. You retain all rights and ownership of your content. We do not claim any ownership rights to your content.

2.2 License to Your Content. We don’t claim ownership to your content. However, we require certain licenses from you to your content to operate and enable the Services. When you upload content to our Services, you grant us (and our parents and affiliates) a worldwide license to use, reproduce, publicly display, distribute, make modifications or derivative works (so as to better showcase your content, for example), publicly perform, and publish such content. The license granted by you is for the only purpose of operating, marketing, promoting, and improving services offered by us and our parents and affiliates. We will attribute to you if we incorporate your content into a service feature or into promotional or marketing materials.

2.3 Sharing. We provide features that allow you to share your content with other users, including via various social medial platforms. Other users may use, copy, modify, or re-share your content in many ways. Please consider carefully what you choose to share or make public as you are entirely responsible for the content that you share.

2.4 Level of Access. Our Service may also provide ways for you to limit the scope of use and access and other user’s access and use of your content (such as allowing you to make your content available under Creative Commons licenses). We do not monitor or control what others do with your content. You are responsible for
determining the limitations that are placed on your content and for applying the appropriate level of access to your content. It’s your responsibility to let other users know how your content may be shared and adjust the setting related to accessing or sharing of your content.

2.5 Termination of License. You may terminate this license at any time by removing your content from the Services. However, you agree that we may retain and use copies of your content for backup purposes and for the investigation purpose mentioned later.

2.6 Feedback. You have no obligation to provide us with ideas, suggestions or proposals ("Feedback"). However, if you submit Feedback to us, then you grant us a non-exclusive, worldwide, royalty-free license that is sublicensable and transferrable to use, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

3. Use of Our Services.

3.1 License. Subject to your compliance with these terms and the Law, you may access and use the Services.

3.2 Our Intellectual Property. We (and our licensors) remain the sole owner of all right, title, and interest in the Services, Software, and related Intellectual Property Rights. We reserve all rights not granted under these terms. "Software" means any software that we provide as part of the Services, including any mobile and tablet applications, computer programs, Adobe-provided content files, scripts, instruction sets, and any related documentation. The Software is licensed, not sold, only in accordance with these terms.

3.3 Storage. We recommend that you back up your content regularly as you, not Adobe, are responsible for (a) storing your content, (b) maintaining the security or privacy of your content, or communications related to your content, or (c) disclosing your content. We may create reasonable limits on the use of your content, such as limits on file size, storage space, processing capacity, and other technical limits. We may suspend the Services until you are within the storage space limit associated with your account.

3.4 Job Listing Services. For use of the Job Listing Service, don’t post any listings that point to specific work contests or other opportunities that solicit customized and unpaid creative work from creative professionals. Any such postings may be removed without refund.

3.5 User-Generated Content. As you know, we host user-generated content from our users. If you access our Service, you may come across content that you may find offensive or upsetting. You agree that if the content at issue meets the Community Guidelines, your sole remedy is to simply stop viewing the content that bothers you. If the content violates the Community Guidelines, you agree your sole remedy is to tell us by clicking on the 'Report' button that is available on every project.

4. Account Information.

You are responsible for all activity that occurs via your account. Please notify Customer Support immediately if you become aware of any unauthorized use of your account. You may not (a) Share your account information (except with an authorized account administrator) or (b) use another person’s account. Your account administrator may use your account information.

5. User Conduct.

5.1 Don’t Abuse the Services or Software. Please don’t use the Services or Software to do anything unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, lewd, profane, obscene, hateful or otherwise objectionable. While you are free to promote your Creative Work on our Services, do not spam other users via messaging or project comments. Don’t phish or collect other people’s information without their consent. Don’t frame our Services or our website without our approval. Don’t copy or imitate our design, layout, or look-and-feel of the Services or Software. Do not remove, obscure, or alter any text or proprietary notices contained in the Services or Software. You cannot use the content in the Services to construct any kind of database. Only use our
Service to post your own creative work. Don’t use the Services as a generic image hosting service such as for banner advertisements, etc. Don’t share content, use our Software, or engage in behavior that violates anyone’s Intellectual Property Rights. Don’t violate applicable Law. If we decide that your conduct violates these terms or our Community Guidelines available at http://www.behance.net/misc/community, which are incorporated here by reference, we may remove your content or disable your use of the Services or Software at any time, with or without notice to you.

5.2 Impersonation. Because we are all about creative professionals getting credit for what they create, we require that you (and you agree to) use your real name in your profile. If we in good faith believe that you have created an account impersonating another person, we may, in our sole discretion and after an internal investigation, either transfer your account to the person who you are pretending to be or terminate your account with no liability to you.

5.3 Tell Us If You See Others Abusing The Services. Please report any problematic behavior or content you see on our Services by clicking the "Report" button and telling us about it.

6. ProSite.

6.1 ProSite is an application that allows users to create and publish personal portfolio sites, leveraging their portfolio of projects published on Behance.net. The ProSite service works in tandem with Behance.net and a series of other services to help users create, publish, and host their personal portfolio sites on their own URL or another URL provided by the ProSite Service.

6.2 You must cancel your subscription before it renews in order to avoid billing of the subscription fees for the next subscription period. We do not accept cancellation requests via phone, email, or any method other than logging into your ProSite.com account to cancel your service. Upon cancellation, all of your content will be deleted from the primary servers that provide the Service. Your content cannot be recovered once your account is cancelled.

6.3 For any upgrade or downgrade in plan level, the credit card you provided will automatically be charged the new rate on your next billing cycle. Downgrading your Service may cause the loss of Content, features, or Account capacity. It is your responsibility to make sure you preserve Content in your account before you downgrade.

6.4 If we determine that your bandwidth usage exceeds either 1 GB/month or the average bandwidth usage, then we may immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.

6.5 We may temporarily suspend or take down your ProSite if we think that it has been compromised or attacked.

7. Fees.

You must pay any applicable taxes, and any applicable third-party fee (including, for example telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees) We are not responsible for such fees. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses.

8. Investigations.

8.1 We don’t review all content uploaded to the Services but we may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing, or keywords that indicate adult content has been posted outside of the adult wall).
8.2 We may access or disclose information about you, or your use of a service, (a) when it is required by Law (such as when we receive a valid subpoena or search warrant); (b) to respond to your requests for customer service support; or (c) where we, in our discretion, think it is necessary to protect the rights, property or personal safety of us, our users, or the public.

9. Software.

9.1 General License. If the Software is provided as part of the Services (except Behance API), which may update automatically, then subject to your compliance with these terms, we grant you a non-exclusive license to install and use the Software solely to use and access the Services in the manner permitted in these terms.

9.2 Pre-Release Software. If the Software is a pre-release version, then you may not use the Software for any commercial or production purposes.

9.3 Behance API. If the Software includes the Behance API, then we grant you a personal, non-exclusive, non-sublicenseable license to use the Behance API solely for non-commercial purposes in a manner permitted in these terms, and further subject to the following restrictions:

(a) You must comply with any requirements or restrictions imposed by content owners for the use of their content or project available through our Services. You must remove any such content or project from your application within 24 hours of the content owner’s request.

(b) You must have your own privacy policy for your application describing your data privacy and data collection practices.

(c) You must not use Behance API for any application that replicates or attempts to replace the essential user experience of our Services.

(d) You must not conceal or obscure your identity or your application’s identity.

(f) You must not cache or store any content other than as necessary to operate your service (but no more than 30 days).

(g) You must not use Behance API for any application related to spyware, adware, or other malicious or illegal programs or code.

(h) You must not use Behance API in a manner that would adversely impact the stability of our Services or other applications using the Behance API.

(i) The Behance API license will terminate automatically if you violate any of these terms or if we terminate the license at any time upon notice to you.

9.4 Restrictions. You may not copy, modify, distribute, sell, or lease any part of the Services or the Software, nor may you reverse engineer or decompile the Software unless the Law prohibits these restrictions and you have made written request to us first.

10. Your Warranty and Indemnification Obligations.

10.1 Warranty. By uploading your content to the Services, you agree that you have: (a) all necessary licenses and permissions, to use and share your content and (b) the rights necessary to grant the license in these terms.

10.2 Indemnification. You will indemnify us and our parents, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable attorneys’ fees, arising out of or related to your content, your use of the Services or Software, or your violation of these terms.
11. Our Disclaimer of Warranties.

11.1 By accessing or using the Services, you may be exposed to materials from others that you may consider offensive, indecent, or otherwise objectionable, and agree to accept that risk. Views expressed on our website or through our Services do not necessarily reflect our views. We do not support or endorse certain content posted by you or other users. Certain content from others may be incorrectly labeled, rated, or categorized.

11.2 The Services and Software are provided “AS-IS.” To the maximum extent permitted by Law, we disclaim all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We further disclaim any warranty that (a) the Services or Software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results that may be obtained from the use of the Services or Software will be effective, accurate, or reliable; (c) the quality of the Services or Software will meet your expectations; or that (d) any errors or defects in the Services or Software will be corrected.

12. Our Limitation of Liability.

12.1 We are not liable to you or anyone else for any special, incidental, indirect, consequential, or punitive damages whatsoever (even if we have been advised of the possibility of such damages), including (a) damages resulting from loss of use, data, or profits, whether or not foreseeable, (b) damages based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or (c) damages arising from any other claim arising out of or in connection with your use of or access to the Services or Software. Nothing in these terms limits or excludes our liability for gross negligence, for our (or our employees’) intentional misconduct, or for death or personal injury.

12.2 Our total liability in any matter arising out of or related to these terms is limited to US $100 or the aggregate amount that you paid for access to the Service and Software during the three-month period preceding the event giving rise to such liability, whichever is larger. This limitation will apply even if we have been advised of the possibility of the liability exceeding the amount and notwithstanding any failure of essential purpose of any limited remedy.

12.3 The limitations and exclusions in this Section 12 apply to the maximum extent permitted by Law.

13. Termination.

13.1 You can stop using our Services at any time.

13.2 We may add, modify, or remove features or functionalities, and we may suspend or stop a Service. We may also stop providing Services to you, or add or create new limits to our Services at any time.

13.3 Any fees that you paid prior to termination are not refundable. Termination of your account does not relieve you of any payment obligations.

13.4 If the Service is terminated or discontinued, then we will make reasonable effort to notify you and provide an opportunity to retrieve your content. If your group administrator terminates your access to a Service, then you may no longer be able to access content that you or other members of the group have posted to a shared workgroup or shared workspace. You may, however, still access your content stored on your account.

14. Dispute Resolution.

14.1 Venue. Any claim or dispute you have against us must be resolved a court located in Santa Clara County, California, unless otherwise agreed in writing. You agree to submit to the personal jurisdiction of the applicable court for the purpose of litigating such claim or dispute. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods.
14.2 **Injunctive Relief.** Notwithstanding the foregoing, in the event of your or others’ unauthorized access to or use of the Services or content in violation of these terms you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

15. **Notices**

15.1 **Notice to Us.** You may send the notices to us at the following address: Behance Inc., 532 Broadway, 7th Floor., New York, NY 10012.

15.2 **Notice to You.** We may notify you either via email, postal mail, text message, postings on or within the Services, or other legally acceptable means.

16. **Miscellaneous.**

16.1 **Export Control.** The Service and Software, and your use and handling of the Service and Software, are subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Service and Software. You agree to comply with all such laws, restrictions, and regulations.

16.2 **English Version.** The English version of this agreement will be the version used when interpreting or construing this agreement.

16.3 **Severability.** If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

16.4 **No Waiver.** Our failure to enforce or exercise any of these terms is not a waiver of that section.

16.5 **Non-Assignment.** You may not assign or otherwise transfer these terms or your rights and obligations under these terms, in whole or in part, without our written consent. We may transfer our rights under these terms to a third party.

17. **Notification of Copyright Infringement.**

17.1 **DMCA.** We respect the intellectual property rights of others and we expect our users to do the same. We will respond to clear notices of copyright infringement consistent with the U.S. Digital Millennium Copyright Act ("DMCA").

17.2 **Take-Down Notice.** If you believe the Services are hosting content that infringes your copyright, please let us know by filling out the form that you will find here. If you would prefer to submit a notice to our Copyright Agent (address below) in writing, it must contain all of the following:

(a) A description of the copyrighted work(s) you believe are infringed;

(b) The exact location (URL) where the infringing material resides on the Service;

(c) Contact information so that we can reach you, such as email address, your physical address and telephone number;

(d) A statement by you that you have a good faith belief that the use of the Material identified in your notice in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(e) A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner’s behalf.

(f) Your signature

Before you file an infringement notice, please carefully consider whether or not the use of copyrighted material at issue is protected by the “fair use” doctrine, as you could be liable for costs and attorneys’ fees should you file
a takedown notice where there is no infringing use. Please also check to make sure you haven’t authorized the use at issue (for example, whether you have given a creative professional who prepared materials for your company the right to use those materials as examples of his or her past work). If you are unsure whether a use of your copyrighted material constitutes infringement, please contact an attorney. You may also wish to consult publicly available reference materials such as those found at the U.S. Copyright website (www.copyright.gov) or at the Chilling Effects website (www.chillingeffects.org).

17.3 Counter-Notice. If you believe access to your content was disabled or removed by us as a result of an improper copyright infringement notice, please send our Copyright Agent (contact information below) a written counter-notice that contains all of the following:

(a) A description of the work improperly removed, along with your user name and the location where that work resided on the Service;
(b) Contact information so that we can reach you, such as email address, your physical address and telephone number;
(c) A statement under penalty of perjury, signed by you, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
(d) A statement that you consent to jurisdiction of the Federal District court for the district where you reside (or of Santa Clara County, California if you reside outside of the United States) and that you will accept service of process from the person who provided notification under DMCA subsection (c)(1)(C) or an agent of such person.

Before you file a counter-notice, please carefully consider whether or not your use of the copyrighted material at issue is infringing, as you could be liable for costs and attorneys’ fees in the event that a court decides your counter-notice misrepresented that the material was removed by mistake. If you are unsure whether use of the material at issue constitutes infringement, please contact an attorney. In addition, you may wish to consult publicly available reference materials such as those found at the U.S. Copyright website (www.copyright.gov) or at the Chilling Effects website (www.chillingeffects.org).

17.4 Copyright Agent.

The mailing address for the Behance Copyright Agent is:
  Copyright Agent
  Behance, Inc.
  532 Broadway, 7th Floor.
  New York, NY 10012

Via email: copyright@behancenetwork.zendesk.com