# **Pixabay**

FAQ

**License Summary** 

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Forum

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between you and us; and

The basics.

Welcome to Pixabay! Pixabay is a vibrant community of creatives sharing royalty-free content. These Terms of Service ("**Terms**") apply to the pixabay.com website, related websites, software, mobile apps, plug-ins and other Pixabay-operated services (collectively, the "Service(s)").

These Terms govern the relationship between Pixabay GmbH ("we", "our" or "Pixabay") and any user of the Services ("**you**", "**your**" or "**User**"), including in certain circumstances, the relationship between Users. By using the Services (including by downloading and using Content from the Services, or contributing Content to the Services):

• you agree that you are entering into these Terms with us which will become a legally binding agreement

- you represent and warrant that you have the full right, power and authority to agree to and be bound by these Terms and to fully perform all of your obligations listed in these Terms.
- If you don't agree to these Terms, please don't use the Services.

Children may not access or use the Services unless their use is directly authorized by their parent, guardian or another authorized adult who agrees to be bound by these Terms. For the purposes of these Terms, a child is a person under the age of 13 (or the minimum legal age required to provide consent for processing

We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time, including the right to cancel or change the licenses granted by these Terms. If we do this, we will post the most current version of these Terms on this page. We will seek to provide you with reasonable advance notice of any change to the Terms that, in our sole determination, materially adversely affect your rights or your use of the Services. We may provide you with this notice by direct message on the Services and/or by

of personal data in the country where the child is located, noting 16 is the minimum legal age in Germany).

posting on Pixabay's public forum. Any such changes will become effective on the date listed in our notification to you. Your continued use of the Services after such date constitutes your acceptance of the changed or modified Terms. Content. In these Terms when we refer to "Content" we are referring to the content which is available on the Services. Content includes, but isn't limited to the following items: • "Images", which means photographs, vector graphics, drawings and illustrations.

## • "Videos", which means moving images, animations, film footage and other audio-visual representations

some examples:

is to make a "new" creative work.

and content. • "Audio", which means music, sounds, sound effects and other audio representations and content. • "Other Media", which means any other media or content which is visual or audio in nature, or a

- combination of these.
- 3. CC0 License Some of the Content made available for download on the Service is subject to and licensed under the

Creative Commons Zero (CC0) license ("CC0 Content"). CC0 Content on the Service is any content which

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exclusive, meaning that we may also grant other users the same rights in the same Content.

rights. Subject to the CC0 License Terms, the CC0 Content can be used for all personal and commercial

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engage in), when you download any Content that is not CC0 Content from the Services, we grant you an

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Content License granted to you for Content (other than CC0 Content).

You agree and acknowledge that the following items are "**Prohibited Uses**" and the Content License which we grant to you is conditional on you not engaging in any of the Prohibited Uses. • You cannot sell or distribute the Content (either in digital or physical form) on a Standalone **basis.** This includes selling or distributing Content on a Standalone basis as an image, audio, video, NFT or other digital file (including through a stock media platform), as well as a print, wallpaper, poster or on merchandise or on other physical products.

 using the Content in its original form or <u>solely</u> using a filter, changing colors, resizing <u>or</u> cropping the Content remains Standalone use. using the Content with a <u>combination</u> of images, videos, audio files, other media, text, illustrations,

background features and editing techniques is **not Standalone use**, so long as the combined effect

When we refer to "Standalone" we mean where no creative effort has been applied to the Content and

it remains in substantially the same form as it exists on the Services. To help illustrate this, here are

cannot use that Content for commercial purposes in relation to goods and services, in particular not print that Content on merchandise or other physical products for sale. • You cannot use Content in any immoral or illegal way, especially Content which features a

obscene, offensive, illegal, immoral, infringing, defamatory, hateful, threatening or libellous in nature, or

recognisable person. You cannot use any Content on or in conjunction with anything pornographic,

• If Content depicts any trademarks, logos or brands (whether two- or three-dimensional), you

in breach of any law, regulation or industry code, or in any way which infringes the rights of any person or entity. • You cannot use Content in a misleading or deceptive way. You cannot use Content in a way that is misleading or deceptive, including without limit:

• by suggesting that any depicted person, brand, organization or other third party endorses or is

by giving the impression that Content was created by you, or a person other than the intellectual

property rights holder of the Content (including without limitation, by claiming or giving the

subject to additional intellectual property rights (such as copyrights, trademarks, design rights), moral

affiliated with you or your goods or services, unless permission has been granted; or

- impression that you hold ownership of, or exclusive rights to, the Content). In addition to the Prohibited Uses, please be aware that certain Content (including CC0 Content) may be
- rights, proprietary rights, property rights, privacy rights or similar. This includes but is not limited to identifiable people, logos, brands of all kinds (whether two- or three- dimensional), goods or services, buildings and architecture, audio or video samples and organisations.

Before using any Content (including CC0 Content), you must consider whether you require the consent of a

conjunction with the sale or promotion of a product or service) then it is likely that you will need consent or

exclusively with you. We do not warrant that any consents or licenses have been obtained in relation

third party or a license to use the Content. If your use of the Content is for commercial purposes (e.g. in

a license. Responsibility for determining whether permissions are needed always rests solely and

to any Content, and we expressly disclaim any and all responsibility and liability in relation to such matters. Attribution. You do not need to credit Pixabay or the contributor of Content when you use it, but it is certainly appreciated when you do so - especially when the use is of an editorial nature, where photo credits are more customary. You can provide credit in the following format: "by [Contributor] via Pixabay".

We are always grateful when you choose to contribute Content to our Services. For us to be able to make

the Content available for other users, it is important that we receive specific rights and promises from you

as a contributor. You are responsible for the Content you upload to the Services and you do so subject to

reproduce, display, exhibit, broadcast, publicly perform, enhance, alter, adapt, modify or download

the Content (in whole or in part) for any purpose whether now known or created in the future,

ii. the Content does not, and use of the Content in accordance with these Terms will not,

infringe the intellectual property rights, moral rights, proprietary rights, property rights,

### a. When you upload any Content to the Services you grant Pixabay an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license (with the right to sub-license) to use, market,

**Uploading Content.** 

the following terms and conditions:

Services;

d. You agree not to upload Content that is:

i. sexually explicit or pornographic;

6B. Uploading Content created with generative AI technology.

on the upload page.

trademarks or brands.

the Services is subject to our Privacy Policy.

been granted by us.

the Services will immediately cease.

Content appears on the Services.

of) the intellectual property rights owner.

Your contact information, such as your email address.

8. Termination.

ii. offensive, defamatory or discriminatory;

of these Terms and for any reason relating to potential legal issues.

iii. promotes or creates a risk of physical or mental harm.

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privacy rights or similar of any person or entity; and

- iii. you have obtained any and all releases, permissions or licenses necessary to enable the use of the Content in accordance with these Terms. This includes non-exclusive, perpetual, irrevocable, worldwide, and royalty-free model and/or property releases, and/or any other permissions necessary concerning the use of the Content for any purpose, without any conditions, unless such conditions are required by law. c. You acknowledge and agree that your Content will be made available to the public on and through the Services for personal and commercial use of third parties subject to these Terms, without providing you attribution or compensation.
- You may upload Content you have created with generative AI technology (i.e. machine learning tools that generate content from text prompts or other inputs) to the Services. If you do, the following specific conditions apply, in addition to section 6.

a. You are responsible for ensuring that the terms of the generative AI technology you have used

c. You must not tag any Content which is Al-generated with the names of any real people, artists,

permit you to grant the license under section 6(a) and give the warranties outlined in section 6(b).

b. You must clearly label any Content which is Al-generated by selecting the "Al-generated" checkbox

We reserve the right to remove any Content from the Service at any time and for any reason, at our

discretion. This applies in particular to defective files, inferior quality content, content which is in violation

d. You must not upload any Content which is Al-generated that mimics the style of another artist or attempts to reproduce copyright or trademark protected material, or the image of a real person. Use of the Service.

You may be required to register with us to access and use certain features of the Service. If you choose to

prompted by the Services' registration form. Registration data and other information you provide through

• The technology and software underlying or distributed in connection with the Service is owned by us

not copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise

• The compilation of the Content is copyrighted as a collective work and/or compilation in accordance

We reserve the right to terminate your access to the Services at any time, for any reason and without giving

reasons and to prohibit further use of the Services as we may see fit. Upon termination, your right to use

and our licensors, affiliates and partners. We do not grant any rights in such software to you. You must

register for the Services, you agree to provide and maintain true, accurate, and current information as

In using the Services, you acknowledge and agree that: • Data mining, extraction, scraping and the use of programs or robots for automatic data collection and/or extraction of digital data on the Services and/or the content available therein is strictly

prohibited for all purposes, including without limitation for machine learning purposes.

with copyright laws, international conventions and other intellectual property laws.

- attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in such technology or software, unless we grant our express permission in advance. • Bulk, large-scale or systematic copying of Content is strictly prohibited unless explicit permission has
- Pixabay has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers. The Services may not be accessed to any users previously removed from the Services by us. Reporting and takedown policies.

Pixabay respects the rights of creatives. If you believe that your intellectual property rights have been

• Identification of the intellectual property right you believe has been infringed.

not authorized by the intellectual property rights owner, its agent, or the law.

infringed by Content accessible through the Services, please email us at info@pixabay.com and include the

• Identification of the Content that you believe is infringing your rights, including a URL link to where that

• A statement that you have a good faith belief that use of the Content in the manner complained of is

• A declaration that the above information is accurate and that you are (or are authorized to act on behalf

If you find out – from Pixabay or somewhere else – that there is a claim relating to any Content and Pixabay

might be liable, you have to stop using the Content immediately, at your own expense. This applies

# Nothing in this section constitutes legal advice. We suggest you consult an attorney regarding your rights and obligations under applicable laws.

10. Infringement claims.

info@pixabay.com.

following information:

whether the claim is threatened, potential or actual. You also have to immediately delete or remove the Content from your premises, computer systems and storage (electronic or physical); ensure that your clients, printers or ISPs do likewise; and let Pixabay know as soon as possible by emailing info@pixabay.com. 11. Indemnification.

You agree to indemnify, release and hold harmless Pixabay and its affiliates from and against any and all

loss, expenses, damages, and costs, including without limitation reasonable attorneys fees, resulting from:

Pixabay is neither obliged nor willing to participate in an arbitration procedure within the meaning of the

If a claim is brought by any third party, you must immediately provide us with all information that is necessary for an examination of the claim and defence. Any further claims for damages by us against you remain unaffected.

your violation of the Terms (whether directly or indirectly); and

claims brought by any third parties arising out of your use of the Services.

12. Dispute resolution and applicable law. https://ec.europa.eu/consumers/odr/.

The law of the Federal Republic of Germany applies to the contractual relationship between the users and Pixabay. As far as permissible, Berlin is agreed as the place of jurisdiction. 13. Warranty and liability.

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VSBG. Pixabay will endeavour to resolve any disagreements amicably. Our email address is

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respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.

In accordance with requirements under the EU Digital Services Act, the average number of EU monthly active users of the Service between January 2023 - June 2023 was 3,110,190.

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# **Pixabay Terms of Service**

About Us

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15. EU Monthly Active Users.