These terms govern your use of our software referencing these terms, including any applications, Content Files (defined below), scripts, instruction sets, and any related documentation (collectively "Software"). By using the Software, you agree to these terms. If you have entered into another agreement with us concerning specific Software, then the terms of that agreement controls where it conflicts with these terms.

1. How this Agreement Works.

1.1 Choice of Law. If you reside in North America, your relationship is with Adobe Systems Incorporated, a United States company, and the Software is governed by the law of California, U.S.A. If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited, and the Software is governed by the law of Ireland. You may have additional rights under the law. We do not seek to limit those rights to the extent prohibited by law.

1.2 Privacy. The Privacy Policy at http://www.adobe.com/go/privacy governs any personal information you provide to us. By using the Software you agree to the terms of the Privacy Policy.

1.3 Software. The Software is licensed, not sold, only in accordance with these terms.

1.4 Adobe Intellectual Property. We (and our licensors) remain the sole owner of all right, title, and interest in the Software. We reserve all rights not granted under these terms.

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2.1 Online Services. The On-premise Software may facilitate your access to content, websites and services that are provided by Adobe or third parties (collectively "Online Services"). Use of such Online Services is subject to additional terms and conditions found on such website or otherwise associated with such Online Services. Unless stated in a separate agreement, your use of Online Services is at your own risk.

2.2 Storage. We may provide online storage to you. However, we recommend that you continue to back up your content regularly. We may create reasonable technical limits on your content, such as limits on file size, storage space, processing capacity, and other technical limits. We may suspend the online storage until you are within the storage space limit associated with your account.

2.3 User-Generated Content. We may host user-generated content from our users. If you access the Online Services, you may come across content that you find offensive or upsetting. Your sole remedy is to simply stop viewing the content. If available, you may also click on the "Report" button to report the content to us.

3. Use of Software.

3.1 General License. Subject to your compliance with these terms, we grant you a non-exclusive license to install and use the Software (a) in the Territory and (b) consistent with these terms and related documentation accompanying the Software.

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(a) Evaluation Version. We may designate the Software as "trial," "evaluation," "not for resale," or other similar designation ("Evaluation Version"). You may install and use the Evaluation Version only during the evaluation period and only for evaluation purposes. You must not use any materials you produce with the Evaluation Version for anything other than non-commercial purposes.

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3.5 Activation.

The Software may require you to take certain steps to activate your Software or validate your subscription. Failure to activate or register the Software, validate the subscription, or a determination by us of fraudulent or unauthorized use of the Software may result in reduced functionality, inoperability of the Software, or a termination or suspension of the subscription.

4. Fees.

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

5. Disclaimers of Warranties.

The Software is 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 Software will meet your requirements or will be or error-free; (b) the results that may be obtained from the use of the Software will be effective, accurate, or reliable; (c) the quality of the Software will meet your expectations; or that (d) any errors or defects in the Software will be corrected.


6.1 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 these damages), including those (a) resulting from loss of use, data, or profits, whether or not foreseeable, (b) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or (c) arising from any other claim arising out of or in connection with your use of or access to the 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.

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6.3 The limitations and exclusions in this Section 6 apply to the maximum extent permitted by law.

7. Termination.

7.1 Termination by You. You may stop using the Software at any time.
7.2 Termination by Us. If we terminate these terms for reasons other than for cause, then we will make reasonable effort to notify you at least 30 days prior to termination, using the email address you provide to us, with instructions on how to retrieve your content. We may at any time terminate these terms with you if:

(a) you breach any provision of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms);

(b) you fail to make the timely payment of fees for the Software, if any; or

(c) we are required to do so by law (for example, where the provision of the Software to you is, or becomes, unlawful).

7.3 Survival. Upon expiration or termination of these terms, any perpetual licenses granted, your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these terms will survive.

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

9. Dispute Resolution.

9.1 Venue. Any claim or dispute you may have against us must be resolved by (a) a court located in Santa Clara County, California, U.S.A., if the law of California, U.S.A., governs the Software, or (b) a court located in Dublin, Ireland, if the law of Ireland governs the Software. You agree to submit to the personal jurisdiction of the applicable court for the purpose of litigating the claim or dispute. The parties specifically disclaim the applicability of the U.N. Convention on Contracts for the International Sale of Goods.

9.2 Injunctive Relief. Notwithstanding the foregoing, in the event of your or others’ unauthorized access to or use of the Software 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.

10. Jurisdiction-Specific Terms.

This section applies to specific jurisdictions. If there is any conflict between this section and other sections, then this section governs in relation to the relevant jurisdiction.

10.1 New Zealand. For consumers in New Zealand who obtain the Software for personal, domestic, or household use (not business purposes), this agreement is subject to the Consumer Guarantees Act.

10.2 European Economic Area.

(a) Warranty. If you obtained the Software in the European Economic Area (EEA), you usually reside in the EEA and you are a consumer (that is, your use of the Software is for personal, non-business related purposes), then your warranty period with regard to the Software is the duration of your subscription. Our entire liability related to any warranty claim and your sole and exclusive remedy under any warranty will be limited to either, at our option, support of our Software based on the warranty claim, replacement of the Software, or, if support or replacement is not practicable, refund of prepaid and unused subscription fee proportionate to the specific Software. Furthermore, while these terms apply to any damages claims you make in respect of your use of the Software, we will be liable for direct losses that are reasonably foreseeable in the event of our breach of this agreement. You should take all reasonable measures to avoid and reduce damages, in particular by making backup copies of the Software and its computer data.
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10.3 Australia. If you obtained the Software in Australia, then the following provision applies, notwithstanding anything stated to the contrary in these terms:

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11. Specific Software Terms.

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13. Compliance with Licenses.

If you are a business, company, or organization, then we may, no more than once every 12 months, upon seven days’ prior notice to you, appoint our personnel or an independent third party auditor, who is obliged to maintain confidentiality to inspect your records, systems, and facilities, to verify that your installation and use of any and all Software is in conformity with its valid licenses from us. Additionally, within 30 days of our request, you will provide us with any records or other information needed to verify that the installation and use of any and all Software conforms with your valid licenses from us. If the verification discloses a shortfall in licenses for the Software, you will immediately acquire any necessary licenses, subscriptions, and any applicable back maintenance and support. If the underpaid fees exceed 5% of the value of the payable license fees, then you will also pay for our reasonable cost of conducting the verification.


14.1 English Version. The English version of these terms will be the version used when interpreting or construing these terms.

14.2 Notice to Adobe. You may send the notices to us to at the following address: Adobe Systems, 345 Park Avenue, San Jose, California 95110-2704, Attention: General Counsel.

14.3 Entire Agreement. These terms constitute the entire agreement between you and us regarding your use of the Software and supersede any prior agreements between you and us relating to the Software.

14.4 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.

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

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

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