

## **Adobe Resource Central Additional Terms of Use**

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### **1. Acceptance of Adobe.com Terms of Use.**

Welcome to Adobe Resource Central (the “Service”). Your use of the Service is subject to these Additional Terms which supplement the Terms of Service (“General Terms”) located at <http://www.adobe.com/go/copyright> and incorporated herein by reference. Adobe Systems Incorporated (“Adobe”) reserves the right to update and change, from time to time, these Additional Terms and all documents incorporated by reference. You can always find the most recent version of these Additional Terms at [http://www.adobe.com/go/resource\\_central\\_terms\\_en](http://www.adobe.com/go/resource_central_terms_en) and the most recent version of the General Terms at the URL indicated above. Capitalized terms used in these Additional Terms shall be defined as set forth in the General Terms or in these Additional Terms. In the event of any inconsistency between these Additional Terms and the General Terms, these Additional Terms shall control with respect to the Service.

### **2. Description of the Service and Definitions.**

With Resource Central, you have the ability to access online resources and download content in or through a panel in certain Adobe products for use in conjunction with such product. The online resources in the Service include content such as product news and tutorials (“Online Resources”) and are generally made available for use or reference online rather than download. The content made available through the Service for download via the Resource Central panel (“Downloadable Content”) includes: (i) the Sound Effects and Soundbooth Scores (collectively, “Soundbooth Audio Content”) that are accessed through the Soundbooth product and are defined in more detail in Section 6(b) below; and (ii) all the other content files such as templates for Adobe Premiere Pro and Encore and presets for After Effects that are made available for download via the Resource Central panel in Adobe products, except for the Soundbooth Audio Content (“Adobe Product Content”).

### **3. Availability and Access.**

Adobe uses reasonable efforts to make the Service available. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and repairs, or as a result of failure of telecommunications links and equipment that are beyond our control. We will take reasonable steps to minimize such disruption, to the extent it is within our reasonable control. An internet connection is required to use the Service or parts of the Service and the Service may not be available in all countries, languages, or currencies.

### **4. Fees.**

Additional fees may apply to certain Resource Central content accessed through the Service. For example, you can search for Soundbooth Scores through the Resource Central panel in the Soundbooth product, but in order to download certain bundles of Soundbooth Scores, you must first purchase a license for such Soundbooth Scores through the Adobe store.

### **5. Use of Online Resources.**

You can view and use the Online Resources according to the terms that govern use of “Adobe Materials” in the General Terms, including Section 5 (Use of Adobe Materials, User Content and Shared Group Content).

### **6. Use of Downloadable Content.**

(a) Adobe Product Content. With respect to the Adobe Product Content, the following hereby replaces the license grant for “Adobe Materials” in Section 5(a) of the General Terms:

Unless stated otherwise in a “read-me” file or other documentation associated with the Adobe Product Content, which may include specific rights and restrictions with respect to such material, you may display, modify, reproduce, and distribute any of the Adobe Product Content. However, you may not distribute the Adobe Product Content on a stand-alone basis (i.e., in circumstances in which the Adobe Product Content constitutes the primary value of the product being distributed), and you may not claim any trademark rights in the Adobe Product Content.

(b) Soundbooth Audio Content. With respect to the Soundbooth Audio Content, the License Agreement for Adobe Soundbooth Audio Content at [http://www.adobe.com/products/eulas/pdfs/soundboothcontent-combined-20080805\\_1048.pdf](http://www.adobe.com/products/eulas/pdfs/soundboothcontent-combined-20080805_1048.pdf) replaces entirely the terms that apply to “Adobe Materials” in the General Terms.