



1. **Configuration.** Customer is solely responsible for configuring Adobe Brand Intelligence, in accordance with Documentation and the Agreement, including without limitation providing sufficient and compatible Customer Data for such configuration. Adobe will not be responsible or liable for any failure in the operation of Adobe Brand Intelligence due to Customer's configuration choices, actions, or omissions. For clarity, the data and content provided by Customer for purposes of configuring Adobe Brand Intelligence is Customer Data.
2. **Implementation.** Customer is solely responsible for implementing Adobe Brand Intelligence with Customer Software or Adobe Products and Services, and related details, in accordance with Documentation and the Agreement. Adobe will not be responsible or liable for any failure in the operation of Adobe Brand Intelligence due to Customer's implementation choices, actions, or omissions.
3. **Compatibility.** Adobe does not guarantee that any Customer Software is compatible with Adobe Brand Intelligence or Adobe Product or Service. Customer is solely responsible for ensuring that Adobe Brand Intelligence is compatible with Customer Software or desired Adobe Product or Service.
4. **Customer Software.** With respect to implementations within Customer Software, Customer is solely responsible for (1) ensuring such implementations are reliable, appropriate, secure, and compliant with all applicable laws, regulations, and terms and conditions and (2) for having appropriate terms and conditions with providers of Customer Software (including for example appropriate license agreements and data processing agreements, as applicable) that permit the implementation of Adobe Brand Intelligence with Customer Software and the processing of Customer Data by Adobe. Customer acknowledges that: (a) in the event Customer Software is from a third party, or depends upon third-party software, such third party might terminate, limit, disable, throttle, or otherwise interfere with the implementation of Customer Software with Adobe Brand Intelligence and (b) Customer may lose access to Customer Software and as a result be unable to use Adobe Brand Intelligence; in such events, Adobe shall not be liable and Customer shall have no recourse to Adobe. Customer Software must add significant functionality and features beyond the capabilities of Adobe Brand Intelligence (or any component thereof).
5. **APIs.** Customer is responsible for maintaining the security and control of its application programming interface (API) credentials that enable the connection between Customer Software and Adobe Brand Intelligence. Adobe shall have no responsibility or liability for any loss that Customer may sustain due to a compromise of such API credentials. Adobe recommends against embedding such API credentials in any applications where it may be difficult to safekeep such credentials. Customer will not share such API credentials with any third parties. If Adobe in its sole discretion provides standardized Distributed Code to enable implementation of Adobe Brand Intelligence with Customer Software, from time to time in its discretion Adobe may release updates or patches to the Distributed Code. Use of Distributed Code that is not the most current version is at Customer's own risk and may result in degraded performance, disabled access, or increased security vulnerabilities. Customer is solely responsible for using the most recent version of Distributed Code.
6. **Internal Use Only.** Adobe Brand Intelligence is for Customer's internal use only. Customer shall not provide access to, use of, or exposure to Adobe Brand Intelligence, or the output or results thereof, to any third parties. Customer shall not implement Adobe Brand Intelligence in a way that enables any third parties, or anyone other than Customer's Users, to access, use, or be exposed to Adobe Brand Intelligence or the output or results thereof.
7. **No Interference.** Customer will not obscure, cover, hide, or otherwise interfere with the Adobe Brand Intelligence user interface or any elements thereof (as implemented within the Customer Software). Customer will not disable or interfere with any mechanisms that are necessary for Adobe to provide Adobe Brand Intelligence to Customer through the Customer Software. Without limiting the foregoing, Customer will not disable or interfere with usage tracking mechanisms and features of Adobe Brand Intelligence regarding labeling of Generative AI Features and Output.
8. **Proprietary Notices.** Customer shall ensure all Adobe copyright notices, disclaimers, or other proprietary notices or attribution statements are reproduced in the Customer Software with respect to its implementation of Adobe Brand Intelligence, including without limitation as such notices and attributions may be found in Documentation, a "Readme" file, "License" file, or the Third-Party Software Notices and/or Additional Terms and Conditions at https://www.adobe.com/products/eula/third_party.html, or as may otherwise be required by Adobe.

9. **Restriction on Secondary Use.** Customer represents and warrants that it will not purport to grant third parties any rights to Adobe's Brand Intelligence. Customer shall ensure that any terms and conditions of Customer's providers of, or related to, the Customer Software do not permit Customer or any third party to perform, with respect to Adobe's Brand Intelligence Service, or input to or output thereof, any of the activities prohibited in the "License Conditions" sections of the Adobe General Terms.
10. **Additional Terms Void.** Any terms or conditions that Adobe or its personnel may be required to click through or otherwise accept to effectuate any implementation of Adobe Brand Intelligence with Customer Software, or that purport to bind Adobe or its personnel as a result of making or maintaining any such implementations, do not form part of this Agreement and are void.
11. **No High-Risk Use Cases.** Customer will not use or configure Adobe Brand Intelligence for any high-risk use cases as defined under applicable laws and regulations. Without limiting the foregoing, Customer will not provide any content, documents, guidelines, or instructions to Adobe Brand Intelligence that may cause Adobe Brand Intelligence to analyze any, faces, emotions, or personal characteristics. Customer cannot use any integrations between Adobe Brand Intelligence and Customer Software, or Adobe Products and Services, if such Customer Software, or Adobe Products and Services, are used as part of a HIPAA-ready solution or other Sensitive Personal Data-ready solution, or used for processing any Sensitive Personal Data. Customer cannot collect, process, or store any Sensitive Personal Data using Brand Brain or any Customer Software or otherwise make Sensitive Personal Data available to or through Brand Brain or Customer Software.
12. **Representations and Warranties.** Customer represents and warrants that for Customer Data and Customer Software, through ownership or a valid license, it has sufficient rights for Adobe's use thereof as contemplated by the Agreement, and for Customer's use in connection with the Products and Services (including without limitation Customer's implementation of Adobe Brand Intelligence in Customer Software), and that the Customer Data and Customer Software, and the aforementioned uses thereof, comply with all applicable laws and regulations and do not infringe, misappropriate, or otherwise violate the rights (including intellectual property and privacy rights) of any person or entity.
13. **Customer Responsibility for Evaluating Content.** Adobe Brand Intelligence may have features that facilitate the evaluation of data or content by Customer and its Users (for example, "Validation" features or similar), suggest certain content to Customer and its Users, or perform certain operations on behalf of Customer and its Users. Customer acknowledges and agrees that any such features are simply suggestions to assist Customer and its Users in their own independent evaluations, decisions, and actions. The results of such features do not constitute approval by, or the opinion of, Adobe, and do not constitute legal, regulatory, or compliance advice or recommendations. Customer is and remains solely responsible for reviewing Customer Data and Output, and determining whether Customer Data, Output, and any other content, data, branding, labels, notices, or materials are appropriate and compliant with Customer's requirements and applicable laws and regulations.
14. **Product Description.** Product limitations are detailed in the applicable Product Description for Adobe Brand Intelligence found here: <https://helpx.adobe.com/legal/product-descriptions.html>.
15. **Additional Definitions.**
 - a. **"Customer Software"** means any software, services, applications, programs, or other technologies from which Customer intends to access or use Adobe Brand Intelligence or provide data and content to Adobe Brand Intelligence. Customer Software includes any such software, services, applications, programs, or other technologies developed, owned, or provided by Customer, or developed, owned, or provided by a third party to Customer. Customer Software does not include Adobe Products and Services.