Specific Licensing Terms for Adobe Experience Cloud Generative Artificial Intelligence Features (2024v2)

1. **Application.** Customer (and Customer's Users) may use and access Adobe Experience Cloud Generative AI Feature(s) subject to these additional licensing terms.
2. **Use of a Generative AI Feature.** Input and Output are Customer Data and all provisions governing Customer Data in the Agreement apply to Input and Output.
   2.1 Customer must not use a Generative AI Feature:
      (A) to create, upload, or share abusive or illegal content (including text, images, video, audio, or code) or data, or content or data that is false, misleading, disparaging, obscene, or that violates the rights of others (including Adobe);
      (B) to create, upload, or share content that is intended to influence the political process;
      (C) to seek or render legal, medical, financial, or other kinds of professional advice, including any opinions, judgments, or recommendations;
      (D) for mass surveillance, racial profiling, or any use that violates or encourages the violation of basic human rights or other applicable laws and regulations;
      (E) to infer protected characteristics or personally identifiable information about a person;
      (F) to provide fully automated decision making in connection with use cases involving critical processes or the risk of loss of life, property or impact on an individual's legal rights; or
      (G) in a way that impersonates another for deceptive purposes or conceals the fact a user is interacting with artificial intelligence.
   2.2 Adobe reserves the right to throttle, limit, disable, suspend, or terminate Customer's right to use or access the Generative AI Feature.
3. **Input.** Customer is solely responsible for Input. Adobe may automatically block Input, in Adobe's sole discretion, if Adobe believes Input violates the rights of a third party, applicable law or regulation, or the Agreement.
4. **Output.**
   4.1 Customer is solely responsible for the use of Output and for ensuring such use of Output complies with the Agreement and applicable laws and regulations. Output may not be unique and other users of Generative AI Features may generate the same or similar Output. Output may sometimes be inaccurate, misleading, or include material that may belong to others. Output may not be protectable by intellectual property rights. Adobe may use third-party technologies, vendors, or processes to screen for and block Output that may violate applicable law or regulation, the rights of a third party, or the Agreement, before Output is provided to Customer.
   4.2 Adobe disclaims all warranties, express or implied, regarding Output, including any implied warranties that Output will not violate the rights of a third party or any applicable law or regulation.
   4.3 Customer will not, and will not allow third parties under Customer's control to use a Generative AI Feature or Output to directly or indirectly create, build, develop, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

5. **Permitted Use.** Adobe and its Affiliates may process, use, copy, transmit, aggregate, model, index, store, and display Input and Output (a) to perform its obligations under the Agreement, including support and operation of the Products and Services; and (b) for product improvement, customization, development, or research.

6. **Additional Definitions**

    5.1 **"Generative AI Feature"** means a product feature that is part of the Products and Services that generates Output using generative artificial intelligence technologies.

    5.2 **"Input"** means content or information input or imported to a Generative AI Feature by Customer, including but not limited to an audio file, video file, document, code, data, image, text, or a combination of the foregoing.

    5.3 **"Output"** means output provided to Customer that is generated by the Generative AI Feature based on Input, including but not limited to text, text effects, image, vector graphic, audio file, texture, video file, data, or code. Output does not include any references to or summaries of Documentation.