1. **Customer Responsibilities.** Customer is solely responsible for:

   1.1. all testing of Customer Customizations, including but not limited to security testing and determining whether any Customer Customizations are reliable, appropriate, secure, and compliant with applicable laws and regulations;

   1.2. ensuring that all data ingested into the Adobe Experience Platform Data Lake adheres to XDM standards;

   1.3. ensuring that all data ingested into Adobe Experience Platform Data Lake has been assigned the appropriate DULE label(s) and data usage policies;

   1.4. ensuring that Customer's configuration of Adobe Brand Concierge, data usage policies, and any Customer Customizations, have been properly implemented in accordance with Customer's privacy policy, contractual rights and obligations, and consent-based rights;

   1.5. ensuring that necessary end user consents are obtained as may be required under applicable law or industry guidelines for the use of Adobe Brand Concierge, including any configurations thereof and any Customer Customizations;

   1.6. ensuring that the Privacy Service API is only used to process data access, correction and deletion requests originated by individual data subjects;

   1.7. ensuring the implementation of a disclosure within the Adobe Brand Concierge Chat that informs the End User that: (1) the chatbot uses generative AI, (2) the chats may be accessed by Customer and its service providers to customize the experience and improve the tool, and (3) that using the chatbot is an agreement to that data processing activity.

   Adobe will not be responsible or liable for any Customer Customizations or anything resulting from Customer's failure to meet the obligations outlined in section 1 above.

2. **Customer Data.** Customer represents and warrants that for Customer Data and Customer Customizations, 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, and that the Customer Data and Customer Customizations, 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.

3. **URL Knowledge Source Ingestion.** Adobe Brand Concierge may include features that allow Customer to ingest content and information from specified URLs for the purpose of importing information and content about Customer's business and products into Adobe Brand Concierge. Customer represents and warrants that it will only use such features to ingest Customer Data from URLs that Customer owns and controls. Further, Customer will not ingest information from URLs that contain personal data as regulated under privacy laws.

4. **Publicly Available Output.** Brand Concierge Chat Output references or includes portions of Customer Data uploaded, ingested, or otherwise provided by Customer. Because Brand Concierge Chat Output is publicly displayed (e.g., to End Users), Customer will not directly or indirectly provide any Customer Data to Adobe Brand Concierge that is confidential or that Customer otherwise does not want the Brand Concierge Chat referencing or including in Output.

5. **Configuration and Testing.** Customer is solely responsible for all configuration and testing of Brand Concierge, including without limitation providing sufficient Customer Data to enable the Brand Concierge Chat to respond properly and testing the Brand Concierge Chat to ensure that given Input yields desired Output. If Customer believes Output is erroneous, irrelevant, inappropriate, or otherwise undesirable, Customer will attempt to correct the Brand Concierge Chat, including by revising or supplementing the Customer Data from which the Brand Concierge Chat draws or the configuration choices available for Adobe Brand Concierge. Due to the nature of generative AI, Adobe does not guarantee that Customer will be able to achieve satisfactory Brand Concierge Chat Output for any given Input.

6. **Block List; Follow List.** Customer is solely responsible for providing and implementing (1) a list of words and phrases that the Brand Concierge Chat should avoid including in Output, (2) a list of topics about which the Brand Concierge Chat should avoid providing Output, and (3) a list of words and phrases that the Brand Concierge Chat should include in Output when responding to certain types of Input. Customer acknowledges that, due to the nature of generative AI, the Brand Concierge Chat Output may not always comply with such lists when responding to Input.

7. **No High-Risk Use Cases.** Customer cannot use Adobe Brand Concierge for any high-risk use cases as defined under applicable laws and regulations. Customer cannot use any integrations between Adobe Brand Concierge and other Products and Services if such other Products and Services are used by Customer as part of a HIPAA-ready solution.

8. **Supported Languages.** Except if otherwise provided in the Adobe Brand Concierge Documentation, Adobe Brand Concierge does not support non-English Inputs or Outputs.

9. **Monitoring; Feedback.** Customer is solely responsible for monitoring Input to and Output from the Brand Concierge Chat, including for relevance, appropriateness, and legality. Adobe Brand Concierge includes a mechanism whereby End Users can provide feedback regarding Brand Concierge Chat responses. Customer will not hide or disable such mechanism. Customer is solely responsible for reviewing and actioning on such feedback in conformity with applicable laws and regulations. Customer will promptly notify Adobe (1) of feedback where relevant to improving or correcting the functioning of Adobe Brand Concierge and (2) whenever Customer identifies harmful, offensive, illegal, or defamatory Output. Adobe may freely use any feedback for product improvement and development purposes.

10. **Beta and Labs Technology.** Certain features or functionalities of Adobe Brand Concierge may be designated as "beta", "labs", "alpha", "early access", "experimental", "test", or similar (including by designation in the user interface or Documentation), which indicate that the features or functionalities are in beta ("**Beta Features**"). Beta Features are provided "as is" and "as available" without warranty of any kind. Adobe may remove Beta Features at any time. Beta Features are considered Confidential Information of Adobe. Beta Features are not Indemnified Technology. Notwithstanding anything to the contrary, Output from Beta Features is not covered by any indemnification obligations Adobe may have. Customer hereby assigns to Adobe any feedback, information, suggestions, improvements, ideas, or recommendations provided by Customer relating to the Beta Features (collectively "**Suggestions**"), including all rights, title, and interest in and to such Suggestions. Adobe may develop, modify, improve, support, customize, and operate its products and services based on information that Adobe collects on Users' interactions with the Beta Features. Additional terms regarding Beta Features may be specified in the User Interface or Documentation.

11. **Product Description.** Additional product limitations are detailed in the Product Descriptions for Adobe Brand Concierge found here: https://helpx.adobe.com/legal/product-descriptions.html.

12. **Additional Definitions.**

    12.1. "**Brand Concierge Chat**" means the Generative AI Feature of Adobe Brand Concierge that is a chatbot which receives conversational input and provides conversational output. The Brand Concierge Chat may be powered by one or more large language models or other Generative AI Features. Brand Concierge Chat refers to each Brand Concierge Instance (as defined in the Adobe Brand Concierge Product Description).

    12.2. "**Customer Customizations**" means the customizations or integrations made to the Products and Services by Customer or at Customer's direction. Customer Customizations are not Indemnified Technology. Customer owns (or where applicable, must ensure it has a valid license to) Customer Customizations, subject to Adobe's rights under the Agreement. Customer acknowledges and agrees that Adobe's access to Customer Customizations does not preclude Adobe from independently developing (without use of Customer Customizations) or acquiring similar technology without obligation to Customer.

    12.3. "**End User**" means any individual or entity of any kind that directly or indirectly through another user: visits, accesses, or uses the Customer Sites, including without limitation any Brand Concierge Chat.

    12.4. "**Input**" has the meaning stated in the Generative Artificial Intelligence Features Terms and also includes content or information input or imported into the Brand Concierge Chat by an End User.

    12.5. "**Output**" has the meaning stated in the Generative Artificial Intelligence Features Terms and also includes output or content provided by the Brand Concierge Chat to an End User.