

Last updated October 16, 2012. Replaces the May 7, 2012 version in its entirety.

## 1. Your Agreement With Adobe.

**1.1 Choice of Law. If you are a resident of North America, your relationship is with Adobe Systems Incorporated, a United States company, and you agree to be bound by the laws of California and the laws of the United States. If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited, and you agree to be bound by the laws of Ireland.**

1.2 This document sets forth your legal agreement with Adobe Systems Incorporated or Adobe Systems Software Ireland Limited and its agents and affiliates (collectively, “Adobe”). Your use of any Adobe website or service (collectively “Service” or “Services”) that references to these terms is subject to these Terms of Use (the “General Terms”).

1.3 Some Services may also be subject to additional or different terms (the “Additional Terms”). Without limitation, the Additional Terms for the following Services are hereby incorporated into the General Terms by reference:

[Acrobat.com](#)  
[Adobe ConnectNow](#)  
[Adobe Content Server 4](#)  
[Business Catalyst](#)  
[CS Services](#)  
[Digital Publishing Suite](#)

[EchoSign](#)  
[Adobe Translator](#)  
[PhoneGap Build](#)  
[Typekit](#)  
[Adobe Digital Enterprise Platform Collaboration Service](#)

1.4 If there is any conflict between the General Terms and the Additional Terms, then the Additional Terms take precedence in relation to that Service. The General Terms and any applicable Additional Terms and all other documents incorporated by reference in these General Terms are referred to as the “Terms”.

1.5 Adobe may change the Terms at its sole discretion. If we change the Terms, then we will make a new copy available at <http://www.adobe.com/go/terms>. Your use of the Services is subject to the most current version of the Terms at the time of such use.

## 2. Definitions.

Unless otherwise defined, capitalized terms used throughout these General Terms have the meanings stated below:

2.1 “Account Information” means the information you provide to Adobe when you register for a service, including your Adobe ID and log-in information.

2.2 “Adobe Materials” means any Materials provided by Adobe under these Terms.

2.3 “Intellectual Property Rights” means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, and any other intellectual and proprietary rights.

2.4 “Law” means any applicable law, regulation, or generally accepted practices or guidelines in any applicable jurisdiction, such as any laws regarding the export of data or software to and from the United States or other applicable countries.

2.5 “Marks” means the trademarks, logos and service marks displayed on the Services.

2.6 “Materials” means any materials provided by you or Adobe, including without limitation any (a) User Material; (b) information, data, documents, images, photographs, graphics, audio, videos, or webcasts, (c) products, and (d) Software.

2.7 “Shared Material” means the User Material that you or other Users share through the Services.

2.8 “Share” means to email, post, transmit, upload, or otherwise make available through your use of the Services.

2.9 “Software” means Adobe software code and associated documentation, including without limitation any mobile and tablet applications related to the Services, content files, drivers, patches, or fonts.

2.10 “User” means a user of the Service.

2.11 “User Material” means (a) Your Material and (b) Shared Material uploaded by other Users.

2.12 “Your Material” means any Materials that you Share through your use of the Services.

2.13 “Your Shared Material” means Your Material that you choose to make into Shared Material.

### **3. Acceptance of Terms.**

3.1 You may not use the Services if you do not agree to the Terms. You may accept the Terms (a) by selecting “I agree” to these Terms, (b) by using the Services in any way, such as downloading or uploading any Materials made available via the Services by Adobe, you, or other Users, or (c) by merely browsing the Services.

3.2 You may not use the Services if (a) you are prohibited by Law from receiving or using the Services, (b) you are not fully able and competent to enter into a binding contract with Adobe, such as if you are not of legal age or have not obtained parental consent. **In particular, unless expressly stated otherwise in the Additional Terms for any given Service, you affirm that you are over the age of 13 and acknowledge that these Services were not intended for children under 13.**

3.3 Adobe may require you to provide consent to the updated Terms before further use of the Services is permitted. Otherwise, your continual use of any Service constitutes your acceptance of the changes.

### **4. Privacy Policy.**

For information about Adobe’s data protection and collection practices, please read the Adobe Privacy Policy at <http://www.adobe.com/go/privacy>, which is incorporated herein by reference. You agree to Adobe’s use of your data in accordance with the Privacy Policy.

### **5. Ownership.**

5.1 Services and Adobe Materials. The Services and Adobe Materials, and their selection and arrangement, are protected by Intellectual Property Rights. Except as expressly provided in the

Terms, Adobe and its licensors do not grant any express or implied rights to use the Services and Materials. All rights, title, and interest in the Service and Adobe Materials, in all languages, formats, and media throughout the world, are and will continue to be the exclusive property of Adobe and/or its licensors and nothing in the Terms shall be construed to confer any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to you or any third party.

5.2 Trademarks. The Marks are the property of Adobe or other rights holders. You are not permitted to use the Marks without the prior consent of Adobe or the rights holder. Adobe and the Adobe logo are trademarks of Adobe Systems Incorporated. For a current list of Adobe's Marks, as well as certain third party Marks, please refer to the posted trademark information at <http://www.adobe.com/go/trademarks>.

## **6. Use of Service and Materials.**

6.1 If you comply with the terms and conditions of this Agreement, Adobe grants to you a non-exclusive, non-transferable, revocable right to access and use the Services, to Share Your Materials to the Service, and to use the Adobe Materials in connection with the Services, subject to the restrictions stated in this Section.

6.2 Except with respect to Your Material, you agree:

- (a) Not to alter, copy, modify, or re-transmit the Materials;
- (b) Not to lease, license, rent, or sell the Materials or the right to use and access the Services;
- (c) Not to remove, obscure, or alter any text or proprietary notices contained in Materials;
- (d) Not to copy or imitate part or all of the design, layout, or look-and-feel of the Service, which are protected by Intellectual Property Rights;
- (e) To use the Services and the Materials only as permitted by the Terms and any Law; and
- (f) That certain Services and Materials may be available only if you have paid a fee or have provided certain Account Information.

6.3 Adobe uses reasonable efforts to make the Services available 24 hours a day, 7 days a week. 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. Adobe will take reasonable steps to minimize such disruption, to the extent it is within our reasonable control. Certain Services may not be available in all languages.

6.4 Adobe may modify or discontinue, temporarily or permanently, the Services or Materials, or any portion thereof, with or without notice. You agree that Adobe shall not be liable to you or anyone else if we do so.

6.5 Payment Terms.

(a) Subscription Fees. Certain Services require you to purchase a subscription or membership in order to access all or part of such Services. Subscription Fees are non-refundable, except as otherwise stated in specific subscription terms applicable to a Service. Subscription Fees may change at the end of your subscription period. Subscription terms are available at [http://www.adobe.com/go/subscription\\_terms](http://www.adobe.com/go/subscription_terms).

(b) You are responsible for paying all taxes levied in connection with your use of the Services. Your credit card company or bank may impose on you other fees, such as foreign exchange fees, in connection with your payment of the Subscription Fees. Your ability to access the Services may require payment of third-party fees (such as telephone toll charges, mobile carrier fees, ISP, data plan, etc.). Adobe has no connection to or responsibility for such fees.

(c) Collection of Subscription Fee. You agree that, in the event Adobe is unable to collect the Subscription Fees owed by you to Adobe for the Services, Adobe may take the steps it deems necessary to collect such Subscription Fees from you and that you will be responsible for all costs and expenses incurred by Adobe in connection with such collection activity.

## **7. Account Information; Personal URL.**

7.1 You agree that your Account Information will always be complete, accurate, and up-to-date. It is your responsibility to keep your account password or log-in credentials confidential at all times and you are solely responsible to Adobe for all activity that occurs via your Account. If you become aware of any unauthorized use of your account or Account Information, or any other breach of security, you agree to notify Adobe by contacting Support at [http://www.adobe.com/go/support\\_contact](http://www.adobe.com/go/support_contact). Adobe may require that you change your Account Information or certain parts of your Account Information at any time for any reason. Unless Adobe expressly allows you the right to create and manage Adobe IDs as an account administrator for a company or unless expressly permitted in the Additional Terms, you may not use another person's Account Information.

7.2 As part of registering for a Service, Adobe may require you to create a unique URL, such as your\_name\_here.adobe.com. Such unique URL may be used solely with the Service, only for so long as you maintain a valid account and shall not be used for any other purpose. Adobe may revoke your right to use that URL for any reason deemed appropriate by Adobe in its sole discretion by giving you at least thirty days prior notice of such revocation, except in the event that your URL, or content therein, is determined by Adobe in its sole discretion to contain infringing or illegal content or content that otherwise violates the Terms. In such event, Adobe reserves the right to revoke your right to use your unique URL immediately without notice. Additionally, Adobe owns and retains all right, title, and interest in and to the use of "Adobe," and other Adobe property in association with a User's unique URL. Upon termination for any reason, Adobe may permit another User to use the unique URL previously selected by you.

## **8. User Conduct.**

8.1 You agree not to access or attempt to access the Services by any means other than the interface provided by Adobe or circumvent any access or use restrictions put into place to prevent certain uses of the Services.

8.2 You agree not to use, or to encourage or permit others to use, the Services to:

(a) Share any Material that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, profane, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;

(b) Stalk, intimidate, and/or harass another;

(c) Incite others to commit violence;

(d) Harm minors in any way;

- (e) Share any Material that you do not have a right to Share under any Law or contractual or fiduciary relationship;
- (f) Share any Material that infringes any Intellectual Property Right or other proprietary right of any party;
- (g) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (h) Forge headers or otherwise manipulate identifiers to disguise the origin of any of Materials posted on or transmitted through the Services;
- (i) Use the Services or Materials such that it will mislead a User into believing that they are interacting directly with Adobe or any Service;
- (j) Engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys, or other duplicative or unsolicited messages (commercial or otherwise);
- (k) Use any Adobe domain name as a pseudonymous return email address;
- (l) Share any Material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- (m) Access or use the Services in any manner that could damage, disable, overburden, or impair any Adobe server or the networks connected to any Adobe server;
- (n) Intentionally or unintentionally interfere with or disrupt the Services or violate any applicable Laws related to the access to or use of the Services, violate any requirements, procedures, policies, or regulations of networks connected to the Services, or engage in any activity prohibited by the Terms;
- (o) Disrupt or interfere with the security of, or otherwise cause harm to, the Services, Materials, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Services or any affiliated or linked sites;
- (p) Disrupt, interfere with, or inhibit any other User from using and enjoying the Services or Materials, or other affiliated or linked sites, Services, or Materials;
- (q) Access or attempt to access any Material that you are not authorized to access or through any means not intentionally made available through the Services;
- (r) Market any goods or services for any business purposes (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by Adobe;
- (s) Reproduce, sell, trade, resell or exploit for any commercial purpose, any portion of the Services or any Materials, use of any Service or Materials, or access to any Service or Materials;
- (t) Use any data mining, robots, or similar data gathering and extraction methods in connection with the Services or Materials;
- (u) Host, on a subscription basis or otherwise, the Services without Adobe's authorization, including any related application, (i) to permit a third party to use the Services to create, transmit, or protect any content, or (ii) to conduct conferences or online meeting services for a third party;

(v) Defraud, defame, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or

(w) Collect or store data about other users in connection with the prohibited conduct and activities set forth in this Section 8.2.

## **9. Your Material.**

9.1 Storage. Adobe may provide online storage for Your Material, subject to Section 9.2 below and any Additional Terms that may further define the scope of such storage. Unless otherwise stated in Additional Terms or a separate written agreement between you and Adobe, Adobe has (a) no obligation to store Your Material and (b) no responsibility or liability for the deletion or accuracy of any Materials, including Your Material, the failure to store, transmit, or receive transmission of Materials, or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services.

9.2 You agree that Adobe retains the right to create reasonable limits on the use of the Materials, including Your Material, such as limits on file size, storage space, processing capacity, and similar limits described in the web pages accompanying the Services and as otherwise determined by Adobe in its sole discretion. Adobe may require you to delete Your Material until you are within the storage space limit associated with your account.

9.3 You agree that you, not Adobe, are entirely responsible for all of Your Material that you Share, whether publicly posted or privately transmitted. You assume all risks associated with use of Your Material, including any reliance on its accuracy, completeness, or usefulness.

### **9.4 Settings Related to Use and Access of Your Material.**

(a) Certain Services may enable you to specify the level at which such Services restrict access to Your Material. You are solely responsible for applying the appropriate level of access to Your Material. If you do not choose the access level to apply to Your Material, the system may default to its most permissive setting.

(b) Adobe may allow other Users to comment on Your Shared Material unless you disable the commenting feature.

(c) Adobe may allow you to import your contacts to the Services. For example, Adobe may provide tools to help you upload email addresses of your contacts. If you provide Adobe your password to retrieve those contacts, Adobe will not store the password after you have uploaded the contact information. In addition, Adobe will not store these email addresses you have uploaded once you have found and connected with your friends.

9.5 Licenses to Your Material. Adobe requires certain licenses from you with respect to Your Shared Material in order to operate and enable the Services. Accordingly, you grant the licenses to Your Shared Material as follows:

(a) For Your Shared Material that's Shared in a public forum (such as discussion boards or public galleries that may be browsed by anyone with an internet connection, etc.), you grant Adobe a worldwide, royalty-free, non-exclusive, transferable, and sublicensable license to adapt, display, distribute, modify, perform, publish, reproduce, translate, and use Your Shared Material for the purpose of operating and improving the Services and enabling your use of the Services. You may revoke the license and terminate Adobe's rights at any time by making it no longer Shared.

(b) For Your Shared Material that's Shared in a public forum or shared privately with other Users of

your choosing, you grant other Users a worldwide, royalty-free, non-exclusive, transferrable, and sublicensable license to display, distribute, perform, and reproduce Your Material, subject to Section 10 of these Terms. If you join or participate in a group that allows for sharing of Your Material within the group (such as a “group album” or shared workspace), then you also grant the Users within the group a license to adapt and modify Your Material that you have decided to share with such group. If you do not want to grant other Users these rights, then don’t Share Your Material with other Users.

(c) For Your Material that is shared privately with other Users of your choosing, you grant Adobe a worldwide, royalty-free, non-exclusive, transferrable, and sublicensable, license to distribute, modify, publish, reproduce, translate, and use Your Material for the purpose of operating and improving the Services and enabling your use of the Services. You may revoke this license and terminate Adobe’s rights at any time by removing Your Material from the Service; provided that you agree that Adobe may retain and use copies of Your Material for archival or “backup” purposes and pursuant to Section 15 (Investigations).

(d) You may also grant Adobe specific or different license pursuant to the Additional Terms.

9.6 You acknowledge that the Services are automated (e.g., Your Material is uploaded using software tools) and that Adobe personnel will not access, view, or listen to any of Your Material, except as reasonably necessary to perform the Services, including but not limited to the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by Adobe in good faith to conform to legal requirements or comply with legal process; or (d) enforce these Terms, including investigation of potential violations hereof, as further described in Section 15 (Investigations).

9.7 You acknowledge and agree that although Adobe endeavors to provide security measures to protect Your Material (including Your Shared Material that you Shared privately), Adobe is not liable for any damages resulting for the disclosure of Your Material.

## **10. Shared Material.**

10.1 License to Shared Material. Adobe grants you a worldwide, royalty-free, and non-exclusive license to distribute, display, download, perform, and reproduce the Material, subject to the restrictions stated in this Section 10. With respect to Shared Material Shared in a group allowing for content sharing, Adobe also grants you the license to adapt and modify such Shared Material. The license granted in this Section 10.1 is further limited to your personal and internal use purposes only.

10.2 It is your sole responsibility to determine what limitations, if any, are placed on your Shared Material. Adobe cannot and does not monitor or control what others do with the Shared Material, nor can Adobe prevent them from adding to, modifying, or adapting the Shared Material.

10.3 You agree that Adobe has no liability of any kind should other Users use, modify, destroy, corrupt, copy, or distribute your Shared Material in violation of the limitations that you may impose on its use.

10.4 Shared Material may include personal information (such as email addresses) to facilitate your ability to share Your Material. It is your sole responsibility for any and all personal information that you or other Users used and submitted in connection with the Services. You shall comply with all data protection and privacy laws and rules applicable to the personal information of other Users.

10.5 The Services may allow you to comment on Shared Material. Comments are not anonymous and may be viewed by other Users. Your comments may be deleted by you, other Users, or Adobe.

10.6 If you are invited by a user of the Service to participate in shared digital content editing or viewing, and you do not wish to receive email from such User or do not wish to participate, you are required to contact the person who invited you to update, correct, or delete the information they provided about you.

10.7 In general, even though we might delete an account you hold with us in these types of shared editing or viewing areas, we may continue to retain information regarding your past actions with respect to content reviews or sharing initiated by others.

10.8 Upon removal of Your Material from the Service or upon making your Shared Material no longer shared, Adobe shall have a reasonable time to cease use, distribution, and/or display of Your Material. However, you acknowledge and agree that Adobe shall have the right but not the obligation to keep archived or “backup” copies of Your Material or use Your Material pursuant to Section 15 (Investigations).

## **11. Use of Software.**

11.1 Software made available via the Services or through third-party marketplaces or stores is governed by the terms of the applicable Additional Terms or the license agreement referenced in the Software. If there is any conflict between these Terms and the license agreement provided with such Software, then the license agreement shall take precedence in relation to that Software. If the Software is a pre-release version, then you are not permitted to use or otherwise rely on the Software for any commercial or production purposes, notwithstanding anything to the contrary included within an accompanying license agreement.

11.2 Adobe may provide mobile and tablet applications through third parties that interact with the Service and Adobe products. You are responsible for obtaining and maintaining any equipment or ancillary services needed to access mobile and tablet applications and you are responsible for all applicable taxes and fees incurred while accessing such applications (such as fees from your mobile carrier, overage charges, etc.)

11.3 If no license agreement accompanies the Software that is available for download, the download and use of such Software will be governed by the terms of this Section 11.3. Adobe grants you a personal, worldwide, revocable, limited, non-transferable, non-sublicensable, non-assignable, nonexclusive license to use the Software in the manner permitted by the Terms. For clarification, you shall not distribute, lease, rent, sell, or sublicense the Software. You agree that you will not decompile, reverse engineer, or otherwise attempt to discover the source code of the Software. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the jurisdiction where you are located give you the right to do so to obtain information necessary to render the Software interoperable with other software, provided, however, that you must first request the information from Adobe and Adobe may, in its discretion, either provide such information to you or impose reasonable conditions, including reasonable fees, on use of the Software to ensure that Adobe’s Intellectual Property Rights in the Software are protected. You may not assign (or grant a sublicense of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software. For clarity, your use of the Software is also subject to the disclaimers and limitations in Sections 13 and 14 below and your compliance with the export control provisions of Section 22.

11.4 The Software may automatically download and install updates from Adobe. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new Software modules, and completely new versions. You agree to receive such updates (and permit Adobe to deliver these to you with or without your knowledge) as part of your use of the Services.



## **12. Your Warranty, Indemnification Obligation, and Waiver.**

12.1 You represent and warrant that: (a) you own the Intellectual Property Rights, or have obtained all necessary license(s) and permission(s), to use Your Material in keeping with your use in connection with the Services or as otherwise permitted by the Terms; (b) you have the rights necessary to grant the license and sublicenses described in the Terms; (c) you have received consent from any and all persons depicted in Your Material to use Your Material as set forth in the Terms, including distribution, public display, public performance, and reproduction of Your Material; and (d) Your Material does not violate or infringe any intellectual property right or other proprietary right, including right of publicity or privacy, of any person, company or entity, or other third party.

12.2 You agree to indemnify and hold Adobe and its subsidiaries, affiliates, officers, agents, employees, co-branders or other partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of Your Material, your use of the Services or Materials, your connection to the Services or Materials, your use and access of personal information of other Users, the actions of any member of your group, your access to or use of Sites or the Linked Sites and your connections therewith, any claim that Your Material caused damage to someone else, any dealings between you and anyone else advertising or promoting via the Services or Materials, your violation of the Terms, or your violation of any rights of another, including any Intellectual Property Rights.

12.3 You acknowledge and agree that by accessing or using the Services or Materials, you may be exposed to Materials (including Shared Group Material) from others that you may consider offensive, indecent, or otherwise objectionable, and agree to accept that risk.

## **13. DISCLAIMER OF WARRANTIES.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

13.1 THE SITE, SERVICES, AND MATERIALS ARE PROVIDED BY ADOBE "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, ADOBE AND ITS LICENSORS MAKE NO WARRANTY THAT (a) THE SITE, SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (b) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SERVICES, OR MATERIALS WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (c) THE QUALITY OF THE SITE, SERVICES, OR MATERIALS WILL MEET YOUR EXPECTATIONS; OR THAT (d) ANY ERRORS OR DEFECTS IN THE SITE, SERVICES, OR MATERIALS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ADOBE OR THROUGH OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

13.2 ADOBE SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR USE OF OR PARTICIPATION IN ANY SERVICES AND YOUR USE OF MATERIALS. ANY MATERIAL DOWNLOADED, MADE AVAILABLE, OR OTHERWISE OBTAINED THROUGH USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. ADOBE ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO YOUR

COMPUTER FROM ANY OF THE SERVICES.

13.3 ADOBE DOES NOT CONTROL, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY MATERIALS OR SERVICES OFFERED BY THIRD PARTIES ACCESSIBLE THROUGH LINKED SITES. ADOBE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT, AND SHALL NOT BE LIABLE FOR, ANY SUCH THIRD PARTIES, THEIR MATERIALS OR SERVICES. ANY DEALINGS THAT YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.

13.4 MANAGERS, HOSTS, PARTICIPANTS, MODERATORS, AND OTHER THIRD PARTIES ARE NOT AUTHORIZED ADOBE SPOKESPERSONS, AND THEIR VIEWS DO NOT NECESSARILY REFLECT THOSE OF ADOBE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADOBE WILL HAVE NO LIABILITY RELATED TO USER MATERIAL ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY, OR OTHER LAWS. ADOBE ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE USE, MISUSE, LOSS, MODIFICATION, OR UNAVAILABILITY OF ANY USER MATERIAL.

13.5 ADOBE WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD OR ACCOUNT OR ACCOUNT INFORMATION IN CONNECTION WITH THE SITE OR ANY SERVICES OR MATERIALS, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

13.6 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **14. Limitation of Liability.**

14.1 IN NO EVENT SHALL ADOBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FORESEEABLE OR IF ADOBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE SITE, SERVICES OR MATERIALS. NOTHING IN THE TERMS SHALL LIMIT OR EXCLUDE ADOBE'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF ADOBE OR ITS EMPLOYEES, OR FOR DEATH OR PERSONAL INJURY.

14.2 ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, LICENSORS, AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO US \$100 OR THE AGGREGATE AMOUNT PAID BY YOU FOR ACCESS TO THE SERVICE DURING THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, WHICHEVER IS LARGER. THIS LIMITATION WILL APPLY EVEN IF ADOBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

14.3 THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 14 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. SOME

JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

## **15. Investigations.**

15.1 Adobe, in its sole discretion, may (but has no obligation to) monitor or review the Services and Materials at any time. Without limiting the foregoing, Adobe shall have the right, in its sole discretion, to remove any of Your Material for any reason (or no reason), including if it violates the Terms or any Law.

15.2 Although Adobe does not generally monitor User activity occurring in connection with the Services or Materials, if Adobe becomes aware of any possible violations by you of any provision of the Terms, Adobe reserves the right to investigate such violations, and Adobe may, at its sole discretion, immediately terminate your rights hereunder, including your right to use the Services or Materials, or change, alter, or remove Your Material or Account Information, in whole or in part, without prior notice to you. If, as a result of such investigation, Adobe believes that criminal activity has occurred, Adobe reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable Law, Adobe is entitled to retain and/or disclose any information or Materials, including Your Material or Account Information (or elements thereof), in Adobe's possession in connection with your use of the Services to (a) comply with applicable Law, legal process, or governmental request; (b) enforce the Terms; (c) respond to any claims that Your Material violates the Terms or rights of third parties; (d) respond to your requests for customer services; or (e) protect the rights, property or personal safety of Adobe, its Users, or third parties, including the public at large, as Adobe in its sole discretion believes to be necessary or appropriate.

## **16. Feedback.**

You have no obligation to provide Adobe with ideas, suggestions or proposals ("Feedback"). However, if you submit Feedback to Adobe, we may use it for any purpose without compensation to you.

## **17. Notification of Copyright Infringement.**

17.1 Adobe respects the Intellectual Property Rights of others and expects its Users to do the same. Adobe will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA") and its response to such notices may include removing or disabling access to the allegedly infringing Materials, terminating the accounts of repeat infringers, and/or making good-faith attempts to contact the User who posted the Material(s) at issue so that he may, where appropriate, make a counter-notification.

17.2 If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is hosted on the Services, on websites linked to or from the Services, or in connection with the Services or Materials, please provide, pursuant to the DMCA, written notification via regular mail or via fax (not via email or phone) of claimed copyright infringement to Adobe's Copyright Agent (contact information below), which must contain all of the following elements:

- (a) A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- (b) A description of the copyrighted work(s) that you claim have been infringed and identification of what Material in such work(s) is claimed to be infringing and which you request to be removed or

access to which is to be disabled;

(c) A description of where the Material that you claim is infringing is located on the Services;

(d) Information sufficient to permit Adobe to contact you, such as your physical address, telephone number, and email address;

(e) A statement by you that you have a good faith belief that the use of the Material identified in your notice in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(f) A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Before you file such a notification, please carefully consider whether or not the use of copyrighted material at issue is protected by the "fair use" doctrine, as you could be liable for costs and attorneys' fees should you file a takedown notice where there is no infringing use. If you are unsure whether a use of your copyrighted material constitutes infringement, please contact an attorney. In addition, you may wish to consult publicly available reference materials such as those found at [www.chillingeffects.org](http://www.chillingeffects.org).

17.3 If you believe access to your Material was disabled or removed by Adobe as a result of an improper copyright infringement notice, please provide, pursuant to the DMCA, written notification via regular mail or via fax (not via email or phone) to Adobe's Copyright Agent (contact information below), which must contain all of the following elements:

(a) A physical or electronic signature of the subscriber;

(b) Identification of the material that was removed from the Services and the location of the Service on which the material appeared before it was removed;

(c) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

(d) Information sufficient to permit Adobe to contact you, such as your physical address, telephone number, and email address; and

(e) A statement that you consent to jurisdiction of the Federal District court for the district where you reside (or of Santa Clara County, California if you reside outside of the United States) and that you will accept service of process from the person who provided notification under DMCA subsection (c)(1)(C) or an agent of such person.

Before you file such a counter-notification, please carefully consider whether or not the use of the copyrighted material at issue is infringing, as you could be liable for costs and attorneys' fees in the event that a court determines your counter-notification misrepresented that the material was removed by mistake. If you are unsure whether use of the material at issue constitutes infringement, please contact an attorney. In addition, you may wish to consult publicly available reference materials such as those found at [www.chillingeffects.org](http://www.chillingeffects.org).

17.4 Adobe's Copyright Agent for notice of claims of copyright infringement can be reached as follows:

By mail:

Copyright Agent  
Adobe Systems Incorporated  
601 Townsend Street  
San Francisco, CA 94103

By fax: (415) 723-7869  
By email: [copyright@adobe.com](mailto:copyright@adobe.com)  
By telephone: (408) 536-4030

The Copyright Agent will not remove Material from the Services in response to phone or email notifications regarding allegedly infringing Material, since a valid DMCA notice must be signed, under penalty of perjury, by the copyright owner or by a person authorized to act on his or her behalf. Please submit such notifications by fax or ordinary mail only and as further described by this Section. The Copyright Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and that such infringement is occurring on the Services or on sites linked to or from the Services, or in connection with the Services or Materials. All other inquiries directed to the Copyright Agent will not be responded to.

## **18. Advertising and Your Material.**

You agree that Adobe may display advertisements adjacent to Your Material, and you agree that you are not entitled to any compensation. The manner, mode, and extent of advertising or other revenue generating models pursued by Adobe on or in conjunction with the Services and/or Your Material are subject to change without specific notice to you.

## **19. Links to Other Sites.**

The Services and Materials may include links that will take you websites or services not operated by Adobe. Whether the link was provided by Adobe as a courtesy, or whether it was posted by a User, Adobe has no control over non-Adobe websites or services. You agree that we are not responsible for the availability or contents of any website or service we do not operate.

## **20. Termination.**

### **20.1 Termination by You.**

(a) As either an individual user or a group administrator for a Service, You may stop using the Service at any time. You may terminate Adobe's right to distribute, publicly perform, and publicly display Your Shared Material by making it no longer Shared. You may terminate the remainder of Adobe's rights by removing Your Material from the Service, either by deleting it manually, or by contacting Customer Care to have your subscription cancelled, if applicable, and content deleted. To terminate your Service account contact Support at [http://www.adobe.com/go/support\\_contact](http://www.adobe.com/go/support_contact). Any fees paid by you prior to your termination are not refundable. Termination of your account shall not relieve you of any obligation to pay any accrued fees or charges.

(b) As a group administrator for a Service, you may terminate an individual User's access to a Service at any time.

**20.2 Termination by Adobe.** Subject to Additional Terms for certain Services and any associated subscription terms and conditions, Adobe may at any time terminate our agreement with you (or any individual Additional Terms) if:

(a) You have breached any provision of the Terms (or have acted in a manner that clearly shows you do not intend to, or are unable to, comply with the Terms);

- (b) Adobe is required to do so by Law (for example, where the provision of the Services or Materials to you is, or becomes, unlawful);
- (c) The provision of the Services to you by Adobe is, in Adobe's opinion, no longer commercially viable;
- (d) Adobe has elected to discontinue the Services or Materials (or any part thereof); or
- (e) There has been an extended period of inactivity in your account.

20.3 Termination or Suspension of Services. Adobe may also terminate or suspend all or a portion of your account and/or access to the Services for any reason (subject to Additional Terms for certain Services). Except as may be set forth in any Additional Terms applicable to a particular Service, termination of your account may include: (a) removal of access to all offerings within the Services; (b) deletion of Your Material and Account Information, including your personal information, log-in ID and password, and all related information, files, and Materials associated with or inside your account (or any part thereof); and (c) barring of further use of the Services.

20.4 You agree that all terminations for cause shall be made in Adobe's sole discretion and that Adobe shall not be liable to you or any third party for any termination of your account (and accompanying deletion of your Account Information), or access to the Services and Materials, including Your Material.

20.5 Upon expiration or termination of the Terms, you shall promptly discontinue use of the Services and Materials. However, any perpetual licenses you have granted, any of your indemnification obligations hereunder, any of Adobe's disclaimers or limitations of damages or liabilities hereunder, and Sections 8-10, 12-16, 18, 20, 23, and 24 will survive any termination or expiration of the Terms.

20.6 Upon termination of your use of the Service by you or by Adobe for any other reason other than for cause, Adobe will make reasonable effort to notify you at least thirty (30) days prior to termination, at the email address you provide Adobe as part of your registration, with instructions on how to retrieve Your Material prior to such termination.

20.7 If your group administrator terminates your access to a Service, then you may no longer be able to access Shared Material that you or other users of the group have posted to a shared workgroup or shared workspace within that Service. You may, however, still access the Materials stored on your account, subject to Section 9.2 above.

20.8 Except as otherwise stated in any Additional Terms and applicable subscription terms, in the event of termination by Adobe for reasons other than breach of these Terms, Adobe will provide notice pursuant to the General Terms and will provide you with a pro rata refund for the prepaid and unused portion of the Service.

## **21. International Users.**

21.1 The Services can be accessed from countries around the world and may contain references to Services and Materials that are not available in your country. These references do not imply that Adobe intends to announce such Services or Materials in your country.

21.2 These Services are controlled, operated, and administered by Adobe Systems Incorporated from its offices in the United States of America. Adobe makes no representation that the Services or Materials are appropriate or available for use outside of the United States. Adobe reserves the right to block access to the Services or Materials by certain international users. If you access the Services from a location outside the United States, then you are responsible for compliance with all local

Laws.

## **22. Export Control Laws.**

You acknowledge that the Services, Software, and Materials are subject to the U.S. Export Administration Regulations and other export laws, restrictions, and regulations (collectively, the “Export Laws”) and that you will comply with the Export Laws. You will not ship, transfer, export, or re-export the Software or Materials, directly or indirectly, to: (a) any countries that are subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria) (each, an “Embargoed Country”), (b) any end user whom you know or have reason to know will utilize them in the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems (each, a “Prohibited Use”), or (c) any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government (each, a “Sanctioned Party”). In addition, you are responsible for complying with any local laws in your jurisdiction which may impact your right to import, export, or use the Services, Software, or Materials. You represent and warrant that (i) you are not a citizen of, or located within, an Embargoed Country, (ii) you will not use the Services, Software, or Materials for a Prohibited Use, and (iii) you are not a Sanctioned Party. All rights to use the Services, Software, and Materials are granted on condition that such rights are forfeited if Customer fails to comply with the terms of this agreement. If Adobe has knowledge that a violation has occurred, Adobe may be prohibited from providing maintenance and support for the Services, Software, or Materials.

## **23. Resolution of Disputes.**

23.1 Venue. You agree that any claim or dispute you may have against Adobe must be resolved by a court located in Santa Clara County, California, United States of America except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California, United States of America when the laws of California apply, and the courts of Dublin, Ireland, when the laws of Ireland applies, for the purpose of litigating such claims or disputes. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods.

23.2 All claims you bring against Adobe must be resolved in accordance with this section. All claims filed or brought contrary to this section shall be considered improperly filed. Should you file a claim contrary to this section, Adobe may recover attorneys’ fees and costs up to U.S. \$1,000, provided that Adobe has notified you in writing of the improperly filed claim and you have failed to properly withdraw the claim.

23.3 Notwithstanding the foregoing, in the event of your or others’ unauthorized access to or use of the Services or Materials in violation of the Terms you agree that Adobe shall be entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## **24. Miscellaneous.**

24.1 English Version. The English version of this agreement will be the version used when interpreting or construing this agreement.

24.2 Notice to Adobe. Any notice provided to Adobe pursuant to the Terms should be sent to 345 Park Avenue, San Jose, California 95110-2704, Attention: General Counsel.

24.3 Notice to You. Adobe may provide you with notices, including those regarding changes to the Terms, by email, regular mail, text message, postings on or within the Services, or other reasonable means now known or hereafter developed.

24.4 Entire Agreement. The Terms constitute the entire agreement between Adobe and you with respect to your access to or use of the Services and Materials and supersede any prior agreements between you and Adobe on such subject matter.

24.5 Non-Assignment. You may not assign or otherwise transfer the Terms, or any right granted hereunder, without Adobe's written consent. Adobe's rights under the Terms are transferable by Adobe.

24.6 Severability. If for any reason a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

24.7 Waiver. Any failure by Adobe to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver of that provision or right.

24.8 Report Abuse. Please report any violations of the Terms via the report abuse mechanism offered in conjunction with the specific Service in which the alleged violation occurs.

24.9 You are solely responsible for your familiarity and compliance with any laws that may prohibit you from participating in or using any part of the Services.

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