



ADOBE PDM – Adobe Online Services (2014v3) (APAC)

The Services described in this PDM are governed by the General Terms, this PDM, and the applicable Sales Order. As used in this PDM, “**Online Services**” means the technology services that are offered as part of the On-premise Software or the Creative Cloud as identified in the Sales Order. With regard to Creative Cloud for enterprise, Online Services include (1) the Sync, Store, and Share functionalities and (2) access to the free or paid versions of Store CC Plus, Kuler, Edge Inspect CC, Typekit Desktop Sync, Phonegap Build, Behance, Behance Prosite, Creative SDK, and Preference Sync. A complete list of integrated Online Services is available at www.adobe.com/go/integratedservices.

1. Additional Definitions.

- 1.1 “**Customer Content**” means any information or material that is provided to Adobe in connection with Customer’s use of Online Services, such as audio, video, text, and images.
- 1.2 “**Distributed Code**” means HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by Adobe for use of the Online Services.
- 1.3 “**Online User**” means, unless otherwise described in this Agreement, Customer’s employees, third-party contractors described in the “Outsourcing and Third-party Access” clause of the General Terms, or those whom Customer is permitted under this Agreement to allow access to the Online Services.

2. License Grant from Adobe.

- 2.1 Subject to Customer’s compliance with the terms of this Agreement, Adobe grants Customer, during the License Term, a non-transferable, non-exclusive, and worldwide license to:
 - (A) permit Online Users to access the Online Services through the applicable interfaces;
 - (B) install, implement, and use the Distributed Code;
 - (C) solely for Customer’s use of the Online Services for its internal operations.
- 2.2 Nothing in this Agreement grants Customer any express or implied license to use, distribute, modify, copy, link, or translate the Distributed Code, other than for Customer’s use of the Online Services.

3. Privacy.

- 3.1 **Privacy Policy.** The Privacy Policy at <http://www.adobe.com/go/privacy> governs any information Customer provides to Adobe (including any personal information in the Customer Content).
- 3.2 **Compliance with Laws.** Customer is responsible for complying with (including giving any notifications, obtaining any consents, and making any disclosures required under) applicable privacy and data protection laws, regulations, rules, guidelines, and codes. Customer must ensure it does not directly or indirectly cause Adobe or third-party providers that operate servers or host data for the Online Services to breach any laws, regulations, rules, guidelines, and codes in the collection, storage, access, transfer, use or disclosure of Personal Data arising from or in connection with this Agreement.

“**Personal Data**” is given the meaning under the relevant privacy or data protection laws relating to this term or any similar term (such as “personal information”) used in the laws, or where no such laws apply, means any information that by itself or when combined with other information (such as telephone number, e-mail address, precise real-time GPS location, and government-issued identification number) can be used by Adobe to identify a specific natural person.
- 3.3 **Customer’s Users.** Adobe does not communicate with Customer’s users directly. Where required under applicable privacy and data protection laws, regulations, rules, guidelines, or codes, Customer must ensure that:
 - (A) Each Customer Site contains a notice to its users that identifies the collection, use, disclosure, and transfer of their Personal Data by Customer, Adobe, or third party host providers in connection with the Online Services; and

(B) Customer, when disclosing or transferring Personal Data from any source (including Customer Sites) to Adobe or third party host providers, complies with the requirements for such disclosure or transfer.

3.4 **Sensitive Personal Data.** Customer must not use the Online Services to collect, process, or store any Sensitive Personal Data of its employees, customers, partners, site visitors, or any third party. Customer must not under any circumstances transmit, disclose or make available Sensitive Personal Data to Adobe or third-party providers.

“**Sensitive Personal Data**” is given the meaning under relevant privacy or data protection laws relating to this term or any similar term (such as “sensitive personal information”) used in the laws, or where no such laws apply, means financial information (including financial account information), sexual preferences, and medical or health information of a specific natural person, and personal information of children protected under any child protection laws (such as the personal information defined under the US Children’s Online Privacy Protection Act).

4. Use of Service.

4.1 **Modification.** Adobe may modify or discontinue the Online Services or any portions or service features thereof at any time without liability to Customer or anyone else. However, Adobe will make reasonable effort to notify Customer before Adobe makes the change. Adobe will also allow Customer a reasonable time to download its Customer Content. If Adobe discontinues an Online Service in its entirety, then Adobe will provide Customer with a pro rata refund for any unused fees for that Online Service that Customer may have prepaid.

4.2 **Storage.** When the Online Services provide storage, Adobe recommends that Customer continues to back up its content regularly. Adobe may create reasonable limits on the use of Customer Content, such as limits on file size, storage space, processing capacity, and other technical limits. Adobe may suspend the Online Services until Customer is within the storage space limit associated with Customer’s account.

4.3 **User-Generated Content.** The Online Services may contain user-generated content that is (a) inappropriate for minors, (b) illegal in some countries; or (c) inappropriate for viewing at work. If Customer wants to prevent viewing of or access to user-generated content, it should either (a) disable Online Services access in the Creative Cloud Packager, where that functionality is made available, or (b) block access to the Online Services via its network firewall. Online Services are not, under any circumstances, available to users under the age of 13. Adobe disclaims liability for all user-generated content available via the Online Services. Any dispute about the Online Services or content that is available there shall be governed by the law and take place in the venue designated in the applicable terms of use. Customer is not entitled to a refund and Adobe is not liable in the event that access to the Online Services is slowed or blocked as a result of governmental or service provider action, or if Adobe blocks access to some or all of the Online Services if it deems, in its sole discretion, that such a block is necessary to comply with local laws.

4.4 **License Restrictions.** Except as permitted under this Agreement, Customer must not:

(A) copy, use, reproduce, distribute, republish, download, display, post or transmit the Online Services or Distributed Code;

(B) sell, rent, lease, host, or sub-license the Online Services or the Distributed Code;

(C) make Customer’s login IDs or passwords available to any third party;

(D) use, modify, copy, link, translate, or reverse engineer the Distributed Code to enhance or enable the use of any third-party product or service;

(E) remove, obscure, or alter any proprietary notices associated with the Online Services or Distributed Code; or

(F) use the Online Services or Distributed Code in violation of any applicable law (including use on websites that contain unlawful material such as material that violates any obscenity, defamation, harassment, privacy, or intellectual property laws).

(G) use the content or software included in the Online Services to construct any kind of database;

(H) attempt to disable, impair, or destroy the Online Services, software, or hardware;

- (I) market or advertise any products or services through the Online Services unless Adobe specifically allowed Customer to do so;
- (J) use any data mining or similar data gathering and extraction methods in connection with the Online Services;
- (K) allow the use of the same login ID simultaneously by two or more Online Users. Unless otherwise specifically limited in the Sales Order, Online User passwords and login IDs for the Online Services will be provided to Customer in an amount mutually agreed upon by Customer and Adobe. Customer must take steps to prevent unauthorized access to its login IDs and passwords.
- (L) access or attempt to access the Online Services by any means other than the interface Adobe provided;
- (M) circumvent any access or use restrictions put into place to prevent certain uses of the Online Services;
or
- (N) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity.

5. Customer Content.

5.1 **Licenses to Customer Content in Order to Operate the Online Services.** Adobe requires certain licenses from Customer to Customer Content to operate and enable the Online Services. When Customer uploads Customer Content to the Online Services, Customer grants Adobe a non-exclusive, worldwide, royalty-free, sub-licensable, and transferrable license to use, reproduce, publicly display, distribute, modify (so as to better showcase Customer Content, for example), publicly perform, and translate the Customer Content as needed in response to user driven actions (such as when Customer chooses to store privately or share Customer Content with others). **This license is only for the purpose of operating and improving the Online Services.**

5.2 Accessing and Sharing Customer Content.

- (A) **Sharing.** Some Online Services may allow Customer to Share Customer Content. **"Share"** means to email, post, transmit, upload, or otherwise make available (whether to Adobe or other users) through Customer's use of the Online Services. Other users may use, copy, modify, or re-share Customer Content in many ways. Customer should consider carefully what it chooses to Share or make public as Customer is entirely responsible for the Customer Content that it Shares.
- (B) **Level of Access.** Adobe does not monitor or control what others do with Customer Content. Customer is responsible for determining the limitations that are placed on Customer Content and for applying the appropriate level of access to Customer Content. If Customer does not choose the access level to apply to Customer Content, the system may default to its most permissive setting. It's Customer's responsibility to let other users know how Customer Content may be shared and adjust the setting related to accessing or sharing of Customer Content.
- (C) **Comments.** The Online Services may allow Customer to comment on content. Comments are not anonymous and may be viewed by other users. Customer's comments may be deleted by Customer, other Users, or Adobe.

5.3 **Termination of License.** Customer may revoke this license and terminate our rights at any time by removing Customer Content from the Online Services. However, some copies of Customer Content may be retained as part of Adobe's routine backups.

5.4 **Feedback.** Customer has no obligation to provide us with ideas, suggestions or proposals ("**Feedback**"). However, if Customer submits Feedback to Adobe, then Customer grants Adobe a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable, to use, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

6. Investigations.

6.1 **Screening.** Adobe does not review all content uploaded to the Online Services but Adobe may use available technologies or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behaviour (for example, patterns of activity that indicate spam or phishing, or keywords).

- 6.2 **Disclosure.** Adobe may access or disclose information about Customer, or Customer's use of the Services, (a) when it is required by Law (such as when Adobe receives a valid subpoena or search warrant); (b) to respond to Customer's requests for customer service support; or (c) when Adobe, in its discretion, thinks it is necessary to protect the rights, property, or personal safety of Adobe, its users, or the public.

7. Disclaimers of Warranties.

- 7.1 The Online Services are provided "AS-IS." To the maximum extent permitted by law, Adobe disclaims all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. Adobe makes no commitments about the content within the Online Services. Adobe further disclaims any warranty that (a) the Online Services will meet Customer's requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results that may be obtained from the use of the Online Services will be effective, accurate, or reliable; (c) the quality of the Online Services will meet Customer's expectations; or that (d) any errors or defects in the Online Services will be corrected.
- 7.2 Adobe specifically disclaims any liability for any actions resulting from Customer's use of any Online Services. Customer may use and access the Online Services at its own discretion and risk, and Customer is solely responsible for any damage to its computer system or loss of data that results from the use and access of any Online Services.

8. Claims.

- 8.1 Customer must defend any Claims brought by any person against Adobe, its Affiliates (and directors, employees, or agents of Adobe or its Affiliates), and third-party providers ("Indemnified Parties"), which arise in connection with (A) Customer's breach of any of its privacy or content monitoring obligations; (B) any violation of Customer's privacy policy, any third party's rights of privacy, or any privacy or data protection laws, guidelines, regulations, codes, or rules; or (C) any Customer Content. Customer will, in each case, indemnify the Indemnified Parties against their Losses arising out of or in connection with the foregoing (A), (B) or (C) in this, whether or not incurred by reason of a Claim. The Limitation of Liability provision in the General Terms does not apply to Customer's liability or obligations under this clause.
- 8.2 Customer will have no liability for any Claim under clause 8.1 of this PDM if Adobe fails to:
- (A) notify Customer in writing of the Claim promptly upon the earlier of learning of or receiving a notice of it, to the extent that Customer is prejudiced by this failure;
 - (B) provide Customer with reasonable assistance requested by Customer for the defence or settlement (as applicable) of the Claim;
 - (C) provide Customer with the exclusive right to control and the authority to settle the Claim (Adobe may participate in the matter at Adobe's own expense); or
 - (D) refrain from making admissions about the Claim without Customer's prior written consent.