



ADOBE PDM – Adobe Online Services (2014v1)

The Services described in this PDM are governed by the General Terms, the Exhibit for On-demand Services, this PDM, and the applicable Sales Order. As used in this PDM, On-demand Service means the On-demand Services that are not covered in a separate PDM and is offered as part of Creative Cloud such as the Adobe Story Plus.

1. Use of Service.

- 1.1 **Modification.** Adobe may modify or discontinue the Online Services, or any service features, with or without notice and is not liable to Customer. However, if Adobe discontinues the Online Service, then Adobe will provide Customer with a pro rata refund for any unused prepaid fees for the Online Service.
- 1.2 **Storage.** Adobe recommends that Customer backs up Customer Content regularly as Adobe is not responsible for (a) storing Customer Content, (b) the security, privacy, storage, or communications related to Customer Content, or (c) disclosing of Customer Content. 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.
- 1.3 **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. A complete list of integrated Online Services is available here: www.adobe.com/go/integratedservices. 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.
- 1.4 **Additional License Restrictions.** In addition to the restrictions stated in the On-demand Exhibit, Customer must not:
 - (A) use the content or Software included in the On-demand Services to construct any kind of database;
 - (B) attempt to disable, impair, or destroy the On-demand Services, software, or hardware;
 - (C) market or advertise any products or services through the On-demand Services unless Adobe specifically allowed Customer to do so; or
 - (D) use any data mining or similar data gathering and extraction methods in connection with the On-demand Services;

2. Customer Content.

- 2.1 **Accessing and Sharing Customer Content.**
 - (A) **Sharing.** Some On-demand 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 On-demand Services. If Customer Shares Customer Content with other users, then Customer grants other users a non-exclusive, worldwide, royalty-free, sub-licensable, and transferrable license to publicly use, copy, publicly display, distribute, modify, publicly perform, publish, reproduce, and further Share Customer Content. If Customer does not want to grant other users these rights, then Customer should (1) adjust the settings where possible or (2) not Share Customer Content with other users. Customer is entirely responsible for the 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 On-demand 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.

2.2 **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, sub-licensable, and transferrable license to publicly use, copy, publicly display, distribute, modify, publicly perform, publish, reproduce the Feedback.

3. **Investigations.**

3.1 **Screening.** Adobe does not review all content uploaded to the On-demand 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 behavior (for example, patterns of activity that indicate spam or phishing, or keywords).

3.2 **Disclosure.** Adobe may access or disclose information about Customer, or Customer's use of the Online Service, (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.