

## Adobe Generative AI Additional Terms

Effective as of September 8, 2023.

These Additional Terms and the [Adobe Generative AI User Guidelines](https://www.adobe.com/go/adobe-gen-ai-user-guidelines) located at [www.adobe.com/go/adobe-gen-ai-user-guidelines](https://www.adobe.com/go/adobe-gen-ai-user-guidelines) (“**Guidelines**”) govern your use of generative AI features in our Services and Software and are incorporated by reference into the [Adobe General Terms of Use](https://www.adobe.com/go/terms) (“**General Terms**”) located at [www.adobe.com/go/terms](https://www.adobe.com/go/terms) (these Additional Terms, the Guidelines, and the General Terms are collectively referred to as “**Terms**”). Capitalized terms not defined here have the same meaning as defined in the General Terms.

- 1. Beta Versions.** If you are using generative AI features that are a Beta Version of our Services and Software, you may not use the Output (defined below) for any commercial purpose. All other provisions of the Terms apply to Beta Versions.
- 2. Generating Content.** When you use generative AI features, you may be asked to input or upload content, such as an audio file, video file, document, image, or text (including any output parameters, such as aspect ratio, style, etc.) (collectively, “**Input**”). The Input will be used by the Services and Software to generate an output, such as an image, text, text effects, vector graphic file, audio file, or video file, which will be provided within the Services and Software (“**Output**”). The Input and Output are your Content (and are not Content Files or Sample Files) and all provisions governing Content in the Terms apply to the Input and Output. The generative AI features, Input, and Output must be used in accordance with the Terms, which may be modified from time to time. Adobe reserves the right to throttle, limit, disable, suspend, or terminate your right to use or access the generative AI features at any time in our sole discretion without prior notice to you.
- 3. Input.** You are solely responsible for your Input. You must not submit any Input that: (a) includes trademarks or other materials protected by third-party Intellectual Property Rights, unless you have sufficient rights in such materials; (b) is intended to generate Output that is substantially similar to a third party’s copyrighted work or is otherwise protected by third-party Intellectual Property Rights, unless you have sufficient rights in such work; (c) contains personal information unless you comply with all data protection and privacy laws and regulations applicable to the personal information, including providing privacy notices and obtaining consent, where required; (d) violates applicable law; or (e) violates the Terms. We may automatically block your Input, in our sole discretion, if we believe it violates the rights of a third party, applicable law, or our Terms.
- 4. Output.**
  - 4.1. Your Responsibilities.** You are solely responsible for the creation and use of the Output and for ensuring the Output complies with our Terms; however, we may use available technologies, vendors, or processes to screen for and block Output that may violate applicable law, the rights of a third party, or our Terms, before the Output is delivered to you. Adobe disclaims all warranties, express or implied, regarding the Output, including any implied warranties that the Output will not violate the rights of a third party or any applicable law. In addition, you must not remove or alter any watermarks or Content Authenticity Initiative metadata (e.g., Content Credentials) that may be generated with the Output, or otherwise attempt to mislead others about the origin of the Output. See [contentauthenticity.org](https://contentauthenticity.org) for more information.
  - 4.2. Suitability of Output.** Use of generative AI features may produce Output that is unexpected or unsuitable for some users. The Output may not be unique and other users of generative AI features may generate the same or similar Output. The Output may not be protectable by Intellectual Property Rights.
  - 4.3. No AI/ML Training.** You must not, and must not allow third parties to, use any content, data, output or other information received or derived from any generative AI features, including any Outputs, to directly or

indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

4.4. **Exceptions.** Notwithstanding anything set forth in these Terms to the contrary, section 8.2 (Indemnification) of the General Terms does not apply to non-text Output generated from text-based Inputs. For example, section 8.2 does not apply to Output resulting from a text-based Input provided to the [text to image](#) feature.

5. **Licenses to Adobe.** In addition to any rights you grant us to your Content under the General Terms:

5.1. **Text-based Inputs by Free Users.** If you do not currently have a paid subscription to Services and Software and submit a text-based Input (including any design settings, such as style) to a generative AI feature, you grant us a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, distribute, modify, sublicense, create derivative works based on, publicly display, publicly perform, or translate both the submitted Input and any corresponding Outputs for any purpose. For example, we could make your Inputs and Outputs publicly available to other users and allow those users to use the Inputs or Outputs to create their own content. This license survives termination or expiration of the Terms. If you do not want to grant us this license, you should purchase a paid subscription to Services and Software.

5.2. **Firefly Gallery.** In addition to the foregoing, if you submit Output to the Firefly gallery, which is a feature of [firefly.adobe.com](#), you grant us a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, distribute, modify, sublicense, create derivative works based on, publicly display, publicly perform, or translate both the submitted Output and the corresponding Input for marketing purposes and to allow other Firefly users to use said Input and Output to generate their own Output.