

## Adobe Experience Cloud Terms of Use

Last updated June 15, 2022. This version replaces the prior version of the Adobe Experience Cloud Terms of Use (“**Terms of Use**”) in its entirety.

**Notice to User: Adobe grants you permission to access and use the Adobe Experience Cloud products and services for which you have a valid and current license (the “Services”) only on the condition that you, a user of the Services (“You”) accept all of the terms contained or referenced in these Terms of Use.**

### 1. Agreement with Adobe.

1.1 In addition to these Terms of Use, your access to and use of the Services is governed by the written licensing terms previously agreed to in a separate agreement between You, your employer, or the company You otherwise represent (“**Your Company**”) and either (a) Adobe Inc. or Adobe Systems Software Ireland Limited and its agents and affiliates (collectively, “**Adobe**”) or (b) an authorized Adobe reseller.

1.2 If Your Company has not previously agreed to licensing terms, then the following shall apply:

(a) Your access, installation, and use of the Services is further subject to the current applicable Adobe Enterprise Licensing Terms available at <http://www.adobe.com/legal/terms/enterprise-licensing.html>.

(b) Your acceptance of these Terms of Use is on behalf of yourself and Company and You acknowledge that such entity is legally bound by the Adobe Enterprise Licensing Terms. You represent and warrant that You have the right, power, and authority to act on behalf of and bind such entity.

(c) If there is no such Company, You accept the Adobe Enterprise Licensing Terms referenced in Section 1.2 on behalf of yourself as an individual and acknowledge that You are legally bound by these terms.

1.3 “**Agreement**” as used in these Terms of Use means the terms and agreements mentioned in either Section 1.1 or Section 1.2, as applicable. The Agreement is incorporated into these Terms of Use. In the event of any conflict between the Agreement and these Terms of Use, the Agreement will apply.

### 2. Acceptance of these Terms of Use.

2.1 You may not access or use the Services if You do not agree to these Terms of Use.

2.2 You may not use the Services if You are:

(a) prohibited by law, regulation, or generally accepted practices or guidelines in any applicable jurisdiction (“**Law**”) from receiving or using the Services;

(b) not fully able and competent to enter into a binding contract with Adobe. You affirm that You are over the age of majority in your applicable jurisdiction and acknowledge that these Services are not intended for minors in your applicable jurisdiction, and in any case children under the age of 13; nor

(c) a direct competitor of any of the Services and are using such Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

**2.3 By selecting the “Accept” button or other button or mechanism designed to acknowledge agreement to the terms of an electronic copy of these Terms of Use, or by installing, downloading, accessing, or otherwise copying or using all or any portion of the Services, You accept and agree that:**

**(a) these Terms of Use will have the same effect as any written negotiated agreement signed by You,**

**(b) You are legally bound by all of the terms and conditions of these Terms of Use including all terms incorporated by reference, and**

**(c) You will act in a manner consistent with these Terms of Use and all laws, including all privacy laws, applicable to the Services.**

2.4 Adobe may update the Terms of Use from time to time and require You to provide your acceptance of the updated Terms of Use before further use of the Services is permitted.

2.5 These Terms of Use are enforceable against any person or entity that accesses, installs, or uses the Services and any person or entity (e.g., system integrator, consultant, or contractor) that installs or uses the Services on behalf of another person or entity.

2.6 You agree that you may not download, reproduce, modify, display, perform, transfer, distribute or otherwise use the Services, except as provided under these Terms of Use, and you agree to take all reasonable steps to prevent the unauthorized use of the Services.

### **3. Privacy Policy.**

3.1 For information about Adobe’s data protection and collection practices, please read the Adobe Privacy Policy at <http://www.adobe.com/privacy.html>, which is incorporated herein by reference. You agree to Adobe’s use of your data in accordance with the Privacy Policy. If you are using an email address that is associated with a business domain (e.g., yourname@businessname.com) to access Adobe's Services, or if you were invited to use the Services by Your Company, we may provide your Materials (including personal information) to said Company.

3.2 Except to the extent expressly authorized in the licensing agreement between Your Company and Adobe, You agree not to collect, process, or store any Sensitive Personal Information using the Services or Software. You agree not to transmit, disclose, or make available Sensitive Personal Information to Adobe or Adobe’s third-party providers. **“Sensitive Personal Information”** means an individual’s financial information, sexual preferences, medical, or health information protected under any health data protection laws, biometric data (for purposes of uniquely identifying an individual), personal information of children protected under any child data protection laws (such as the personal information defined under the US Children’s Online Privacy Protection Act (**“COPPA”**)) and any additional types of information included within this term or any similar term (such as “sensitive personal data” or “special categories of personal information”) as used in applicable data protection or privacy laws.

3.3 During Your use of the Services, Adobe may collect information about how You use Adobe Materials and interact with the Services and may use such information to modify, improve or enhance the Services or Your ability to access and use the Services and Adobe Materials. For all browser-based Adobe Experience Cloud products that you can authenticate into via Experience Cloud user authentication (e.g.,

by logging in through [experience.adobe.com](https://experience.adobe.com)), you may disable Adobe's collection of this information via [experience.adobe.com/preferences](https://experience.adobe.com/preferences) at any time.

For disabling Adobe's collection of this information for all other Adobe products or other sign-on methods (e.g., desktop applications or other non-browser-based products and services), please reach out to your account team for details.

These opt-outs only apply to the product usage data collected when you are using Adobe's Services either as, or on behalf of, an Adobe Experience Cloud customer. The opt-outs do not apply to other contexts in which you might interact with Adobe's Services as a consumer or visitor of websites in general.

3.4 You agree that (1) Adobe may provide Your Company with the ability to access, use, remove, retain, and control Your profile associated with the Services and all Your Materials, whether uploaded or imported or generated before or after the date these Terms of Use were last updated; (2) Adobe may contact You in order to provide support on how to access and use the Services and Adobe Materials; and (3) Adobe may provide your personal information to **Your Company**. If you are a User with entitlements from multiple businesses, You may have separate profiles associated with each business (e.g., if you are a contractor for multiple businesses with each business having a separate license to Adobe products to which you may be granted access). Therefore, You may have different agreements with, or obligations to, a business, which may affect your profile or Your Materials, as defined below. Adobe is not responsible for any violation by You of such agreements or obligations.

#### **4. Materials.**

4.1 **"Adobe Materials"** mean any Materials provided by Adobe under these Terms of Use. Adobe Materials does not include "Customer Data" and "Customer Content," as defined in the Agreement.

4.2 **"Materials"** means any materials provided by You, Adobe, or a third party, including without limitation any (a) user material, including usage and telemetry activities; (b) reports, text, code, data, documents, images, photographs, graphics, audio, videos, or webcasts; (c) products; or (d) Software.

4.3 **"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.

4.4 During your use of the Services, You, Adobe, or other third parties may email, post, transmit, upload, or otherwise provide or make available ("**Share**") certain Materials.

4.5 You agree that You are entirely responsible for all Materials that You Share ("**Your Materials**"), whether publicly posted or privately transmitted. You assume all risks associated with use of Your Materials, including any reliance on its accuracy, completeness, or usefulness.

4.6 **Licenses to Your Materials.** 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 Materials for the purpose of operating, marketing and improving the Services and enabling your use of the Services. Further, Adobe may maintain archive or backup copies of Your Materials pursuant to Section 11 (Investigations).

4.7 You acknowledge that the Services are automated (e.g., Your Materials are uploaded using tools associated with the Services) and that Adobe personnel will not access, view, or listen to any of Your

Materials, except as reasonably necessary to provide the Services or to exercise its rights herein, including but not limited to the following:

- (a) respond to support requests made by You or Your Company;
- (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 processes;
- (d) enforce these Terms of Use, including investigation of potential violations hereof, as further described in Section 11 (Investigations); or
- (e) as otherwise permitted by these Terms of Use and the Agreement.

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

## **5. Use of Services and Adobe Materials.**

5.1 Your access to and use of the Services may give You access to Adobe Materials and message boards, whether accessed through the Adobe Experience Cloud website or otherwise.

5.2 You agree that You do not own Adobe Materials or Services, and neither any actions you perform on the Services nor Materials you Share will limit Adobe or its third party suppliers in any way from developing, using, licensing, distributing, modifying, or otherwise freely exploiting such Adobe Materials or Services.

5.3 Except as expressly permitted in these Terms of Use, You may not copy, use, reproduce, distribute, republish, download, display, post, or transmit in any form or by any means the Services or Adobe Materials.

5.4 You will not share or otherwise disclose the Adobe Materials relating to any Service to any person who competes directly with that Service.

5.5 Except with respect to Your Materials, You agree:

- (a) You will not alter, modify, create derivative works of, adapt, or translate the Services or Materials, except as expressly allowed under the terms of the Agreement;
- (b) You will not copy, use, reproduce, distribute, republish, download, display, post, or transmit in any form or by any means the Services or Materials, except as expressly allowed under the terms of the Agreement;
- (c) You will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Services delivered in object code;
- (d) You will not remove, obscure, or alter any text or proprietary notices contained in the Services or Materials;

(e) You will not copy or imitate part or all of the design, layout, or look-and-feel of the Service, which are protected by copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, and any other intellectual and proprietary rights (“**Intellectual Property Rights**”).

(f) You will not use the message boards or any other part of the Services to report bugs or voice discontent (if You wish to raise a concern, we encourage You to contact Adobe Client Care directly);

(g) You will not access or use the Services and Materials for any purpose other than for Your Company's direct beneficial business purposes and in accordance with these Terms of Use and the Agreement;

(h) You will not permit any third party to access or use the Services, except as expressly allowed under the terms of the Agreement;

(i) that certain Services and Materials may be available only if You have paid a fee or have provided certain Account Information (defined in Section 7 below).

## **6. Intellectual Property.**

**6.1 Services and Adobe Materials.** The Services and Adobe Materials are protected by Intellectual Property Rights. Except as expressly provided in the Agreement, Adobe and its licensors do not grant any express or implied rights to use the Services and Adobe Materials. All rights, title, and interest in the Services 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 these Terms of Use will 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.

**6.2 Trademarks.** The trademarks, logos, and service marks displayed on the Services (“**Marks**”) are the property of Adobe or other rights holders. You are not permitted to use the Marks without the prior written consent of Adobe or the rights holder. Adobe and the Adobe logo are trademarks of Adobe. 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/content/dam/acom/en/legal/licenses-terms/pdf/adobe\\_trademark\\_database\\_external.pdf](http://www.adobe.com/content/dam/acom/en/legal/licenses-terms/pdf/adobe_trademark_database_external.pdf).

**6.3 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. All rights, title, and interest in any product or service that Adobe may create from Feedback will be the exclusive property of Adobe and nothing in these Terms of Use will 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 for such products or services.

**6.4 Message Boards.** Subject to Section 4.6 above, as between You and Adobe, Adobe owns all content and Materials posted to the message boards, including text, ideas, code, samples, and images other than those Materials you provide.

## **7. Account Information and Log-in.**

When You register for a Service, You will provide to Adobe information related to your account and create log-in credentials, including an account password (“**Account Information**”). You agree that you will always

keep your Account Information 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. You also agree that You will not create Account Information for a third party who is not authorized to access the Services. 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 <https://helpx.adobe.com/contact.html>. 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 Agreement, You may not use another person's Account Information.

## **8. User Conduct and Message Boards.**

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, except as expressly allowed under the terms of the Agreement.

8.2 You agree not to use, or to encourage or permit others to use, the Services, including message boards, 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 (note that vulgarity, obscenity, or profanity masked by obscuring or changing one or more letters of the original word is considered equivalent to the actual objectionable word and is not allowed);
- (b) send or post derogatory comments directed at individuals (including public figures) or corporations (including Adobe or any Adobe customers);
- (c) 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;
- (d) promote the use of illegal drugs, alcohol, sex, pornography or any other form of adult content, profanity, hate, "spamming", fraud, racism, or any illegal activity;
- (e) stalk, intimidate, and/or harass another;
- (f) incite others to commit violence;
- (g) harm minors in any way;
- (h) Share any Material that You do not have a right to Share under any Law or contractual or fiduciary relationship;
- (i) Share any Material that infringes any Intellectual Property Right or other proprietary right of any party;
- (j) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(k) forge headers or otherwise manipulate identifiers to disguise the origin of any of Materials posted on or transmitted through the Services;

(l) use the Services or Materials such that it will mislead a user into believing that they are interacting directly with Adobe or any Service;

(m) engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys, or other duplicative or unsolicited messages (commercial or otherwise);

(n) use any Adobe domain name as a pseudonymous return email address;

(o) share any Material that contains 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;

(p) 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;

(q) intentionally or unintentionally interfere with or disrupt the Services or violate any requirements, procedures, policies, or regulations of networks connected to the Services, or engage in any activity prohibited by the Agreement;

(r) 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;

(s) 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;

(t) 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;

(u) 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;

(v) 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; or

(w) defraud, defame, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

8.3 Adobe reserves the right to terminate your access to the message boards and Services at any time. Violations of any of these Terms of Use will result in removal of your access to the message boards and Services for an indefinite time period.

8.4 Content from the message boards may NOT be copied, reproduced, transmitted, distributed, or published outside of the message board. The content is strictly for use within the message boards or on any Adobe-approved service. Adobe reserves the right to edit and delete content that in any way violates these Terms of Use.

## **9. International Users.**

9.1 The Services 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.

9.2 These Services are controlled, operated, and administered by Adobe, Inc. from its offices in the United States of America. Except as provided in the Agreement, 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 also responsible for compliance with all local Laws.

## **10. Trade Sanctions and Export Controls Compliance.**

10.1 The Services and Materials, and your use of them, are subject to laws, restrictions, and regulations of the United States and other jurisdictions that (A) govern the import, export, and use of the Services and Software; and (B) may prohibit us from providing the Services and Software to you without notice. By using the Services and Materials, you agree to comply with all such laws, restrictions, and regulations, and you warrant that you are not prohibited from receiving the Services and Materials by the laws of any jurisdiction.

10.2 Should Adobe be prohibited by any Law from fulfilling any obligation to you, Adobe reserves the exclusive right to unilaterally terminate any or all obligations and will, under no circumstances, be liable for damages or repayment arising from such termination.

## **11. Investigation.**

Adobe has the right to investigate and prosecute violations of these Terms of Use and may involve law enforcement authorities in such prosecution. You acknowledge that Adobe has no obligation to monitor your access to or use of the Services, but has the right to do so for the purpose of providing the Services, to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

## **12. Force Majeure.**

Adobe will be not liable for any default or delay in the performance of its obligations under these Terms of Use if such default or delay results from causes beyond its reasonable control, including but not limited to acts of God, terrorism, labor action, fire, flood, earthquake, governmental acts, trade/economic sanctions, embargoes, export control requirements, orders, pandemics or restrictions, third party suppliers, denial of service attacks and other malicious conduct, utility failures, or power outages.

## **13. Notice to U.S. Government.**

End Users: The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed



to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

#### **14. Third Party Notices.**

The creators of certain public standards and publicly available code, as well as other third party licensors, require that certain notices be passed through to the end users of the Adobe Products and Services. These third party notices are located at [http://www.adobe.com/products/eula/third\\_party.html](http://www.adobe.com/products/eula/third_party.html) (or any successor website).