



## Data Protection Terms for Adobe Cloud Services

These data protection terms (“**Data Protection Terms**”) state the parties’ obligations to comply with applicable Data Protection Laws in connection with Adobe’s provision, and Customer’s use, of the Adobe Cloud Services.

### 1. Definitions.

The capitalized terms will have the meanings set out below:

- (A) “**Adobe Cloud Services**” means the On-demand Services and Managed Services provided by Adobe.
- (B) “**Data Protection Laws**” means any applicable privacy and data protection laws, regulations, and rules.
- (C) “**License Agreement**” means the agreement under which Adobe supplies Customer with the Adobe Cloud Services, whether directly or indirectly.
- (D) “**Instruction**” or “**Instructed**” means any documented instruction, written or by data input, received by Adobe from Customer, including licenses granted under the License Agreement and these Data Protection Terms.
- (E) “**Personal Data**” is given the meaning under the applicable Data Protection Laws relating to this term or any similar term (such as “personal information” or “personally identifiable information”) used in the applicable Data Protection 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.
- (F) “**Process**” or “**Processing**” is given the meaning under the relevant Data Protection Laws relating to this term, or where no such term exists, shall mean any operation which is performed upon Personal Data, such as collecting, recording, storing, adaptation or alteration, retrieval, use, disclosure, or otherwise making available, erasing or destructing.

All capitalized terms not defined in these Data Protection Terms shall have the meanings ascribed to them in the License Agreement.

### 2. General Provisions.

These Data Protection Terms are applicable to the Processing of Personal Data by Adobe in providing the Adobe Cloud Services under the License Agreement. In case of discrepancies between these Data Protection Terms and the License Agreement, the provisions of these Data Protection Terms shall prevail.

### 3. Processing and Types of Personal Data.

The subject matter, nature, purpose and details of the data Processing, and the types of Personal Data Processed are determined by the Customer through Customer’s use of the Adobe Cloud Services and may include Personal Data such as email, name, address, IP address, marketing profiles, unique user IDs (such as cookie IDs), or images, documents or content containing Personal Data

### 4. Privacy Obligations.

4.1 In relation to any Personal Data contained in Customer Data or Customer Content:

- (A) the parties acknowledge and agree that as between the parties, Adobe will Process the Personal Data on behalf of, and as Instructed by, Customer in accordance with the Licence Agreement and these Data Protection Terms;
- (B) Adobe must comply with its obligations under the Data Protection Laws in the course of Processing Personal Data for Customer (including any such obligations that relate to Adobe’s use of subcontractors); and
- (C) Customer must comply with its obligations under the Data Protection Laws and perform all acts required under the Data Protection Laws in order for Adobe to Process the Personal Data for the purposes of the License

Agreement (including but not limited to giving any notifications, obtaining any consents, and making any disclosures required under the Data Protection Laws).

4.2 Notwithstanding anything in the License Agreement, the liability of a party for breach of this clause 4 or its obligations under Data Protection Laws will be reduced proportionately to the extent that any wrongful (including negligent) act or omission of the other party or its personnel directly caused or contributed to such breach.

#### **5. Customer's Responsibility.**

- (A) Customer shall give Instructions to Adobe as agreed by the Parties in the License Agreement, or through its use of the Adobe Cloud Services.
- (B) If Customer becomes aware of any breaches of, or other irregularities with, the requirements of applicable Data Protection Laws, if required by applicable Data Protection Laws, Customer shall promptly notify and provide Adobe with Instructions detailing the Processing activities that Adobe must take to ensure the protection of Personal Data, or avoid non-compliance with applicable Data Protection Laws.

#### **6. Adobe's Responsibility.**

Adobe will only Process Personal Data within the scope of Customer's Instructions for the applicable Adobe Cloud Service. Adobe shall notify Customer promptly if it considers that an Instruction from Customer is in breach of Data Protection Laws, and Adobe shall be entitled, but not obliged, to suspend execution of the Instructions concerned, until Customer confirms in writing that such Instructions are in accordance with applicable Data Protection Laws. Notwithstanding the foregoing, Adobe may Process the Personal Data if it is required under the Data Protection Laws to which it is subject. In this situation, Adobe shall inform the Customer of such a requirement before Adobe Processes the data unless the Data Protection Laws law prohibit this on important grounds of public interest.

#### **7. Security of Personal Data.**

7.1 Adobe has implemented and maintains reasonable and appropriate Technical and Organizational Measures regarding the protection of Personal Data Processed under these terms, assessable via the links below:

- For Magento: [www.adobe.com/go/magento-security-guide](http://www.adobe.com/go/magento-security-guide)
- For Marketo: [www.adobe.com/go/marketo-dpa](http://www.adobe.com/go/marketo-dpa)
- For all other Adobe Cloud Services: <https://www.adobe.com/go/CloudSvcsTOSM>.

7.2 Adobe has obtained the third-party certifications and audits evaluating these Technical and Organizational Measures and which are listed on Adobe's Trust Center website (also accessible via <https://www.adobe.com/security/compliance.html>).

7.3 Adobe's Technical and Organisational Measures are subject to technical progress and further development. Accordingly, Adobe reserves the right to modify the Technical and Organisational Measures provided that the functionality and security of the Adobe Cloud Services are not degraded.

#### **8 Access and Data Deletion Requests.**

Adobe will promptly inform Customer of any requests it receives from an individual in connection with the Adobe Cloud Services licensed by Customer. Customer is responsible for ensuring such requests are handled in accordance with Data Protection Laws.

#### **9. Costs.**

In the event that Customer requests that Adobe provides assistance with Customer fulfilling its obligations under applicable Data Protection Laws which goes beyond the standard functionality of the Service(s), Adobe may charge Customer for any costs beyond the agreed upon license fees to the extent it is not commercially reasonable for Adobe to provide such assistance without charge (considering relevant factors such as volume of requests, complexity of

Instructions and timescale requested). This shall include, without limitation, costs incurred by Adobe in executing Customer's Instructions relating to the erasure, additional storage and/or retention of Customer's Personal Data.