



## PSLT - Adobe Electronic Signature Service (2017v1)

1. **Content Files.** Customer may use, display, modify, reproduce, and distribute any of the Adobe-provided sample files such as fonts, stock images, sounds or templates (“Content Files”), but Customer must not distribute Content Files on a stand-alone basis, or claim any trademark rights in the Content Files, or derivative works of, the Content Files.
2. **Modification.** Adobe may modify or discontinue the On-demand Services or any portions or service features at any time without liability to Customer or anyone else. However, Adobe will make reasonable effort to notify Customer before Adobe makes such changes. If Adobe discontinues an On-demand Service in its entirety, then Adobe will provide Customer with a pro rata refund for any unused fees for that On-demand Service.
3. **Third-Party Software Notices.** The creators or third party licensors of certain public standards and publicly available code (“Third Party Materials”), require that certain notices be passed through to the end users of the On-demand Service. These third party notices are located at <http://www.adobe.com/go/thirdparty> (or a successor website thereto). The On-demand Service, as delivered to Customer, complies with these notices, and the inclusion of these third party notices does not limit Adobe’s obligations to the Customer for Third Party Materials integrated into the On-demand Service.
4. **Storage and Retention.** Adobe will store Customer Content and Customer Data during the License Term up to any storage limit specified in the applicable Sales Order. Adobe may create reasonable storage limits, such as limits on file size, storage space, and other technical limits. If Customer exceeds those limits, Adobe will make reasonable efforts to notify Customer to permit transition of Customer Content and Customer Data prior to deletion.
5. **Privacy, Information Security, and Compliance.**
  - 5.1 **Configurable Controls.** Adobe makes certain security controls available and configurable by Customer, or Adobe’s customer support. It is Customer’s responsibility to determine what notices, consents, and controls Customer requires in order to comply with laws, standards, regulations, or obligations that Customer may have to Customer’s Participants. Once Customer sends an Electronic Document for signature, or transfers an Electronic Document out of the electronic signature service, or to a third-party provider, that Electronic Document leaves Adobe’s servers, and Adobe’s security controls no longer apply. Information received by Adobe in connection with the electronic signature service is governed by the Adobe Privacy Policy ([adobe.com/privacy/policy.html](http://adobe.com/privacy/policy.html)), including the Adobe electronic signature services privacy terms ([adobe.com/privacy/echosign.html](http://adobe.com/privacy/echosign.html), or successor websites).
  - 5.2 **Security.** Adobe has implemented information security practices to help protect Customer Content. For more information, please see: <http://www.adobe.com/security.html>. However, Customer may not use the fax option in Adobe Sign to process payment card information, including credit card numbers and verification codes.
  - 5.3 **Sensitive Personal Information.** The Sensitive Personal Data section of the General Terms does not apply to Customer’s use of the electronic signature service.
6. **Legal Counsel.** Customer will rely on its own legal counsel and determinations as to the use and viability of electronic signatures in a particular country or for a particular use.
7. **Digital Certificates.** Digital certificates are generally provided by third parties and not Adobe. Customer is responsible for deciding whether to rely on a digital certificate, and Customer’s use of digital certificates is at Customer’s sole risk.

**8. Additional License Restrictions.** Customer must not: (A) place advertisement of any products or services through the On-demand Services; or (B) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity.

**9. Additional Definitions.**

- 9.1 "Electronic Document" means any document uploaded into the electronic signature service.
- 9.2 "Participant" means an individual or entity that electronically reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via Customer's electronic signature service account.
- 9.3 A "Transaction" occurs each time an Electronic Document, or collection of related Electronic Documents up to 100 pages or 10 MB are sent to Participants through the On-demand Services.