

ORDINANCE NO.: 2024-71

FIRST READING August 12, 2024

INTRODUCED BY: Mark Porter

SECOND READING Waived

THIRD READING Waived

ORDINANCE AUTHORIZING THE MAYOR, FISCAL OFFICER AND/OR THE SOLICITOR TO MODIFY THE PROPOSED AGREEMENT TO OBTAIN ADOBE SOFTWARE FOR THE VILLAGE OF SOUTH RUSSELL BY STRIKING OUT THE INDEMNIFICATION PROVISION OF THE AGREEMENT, INITIALING THE CHANGE, PROVIDING A COPY OF THE MODIFIED AGREEMENT TO ADOBE, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to obtain Adobe software for the Village of South Russell;

WHEREAS, Adobe has presented an agreement to the Village of South Russell for such software (the "Agreement"), requiring in part that the Village indemnify Adobe against all claims, demands, and/or issues, which Ohio law prohibits the Village from indemnifying without appropriating the specific funds to cover such indemnification;

WHEREAS, Council desires to approve such Agreement with Adobe on the condition that the indemnification clause of the Agreement be stricken out, the change be initialed by the Mayor, Fiscal Officer and/or the Solicitor, and the modified Agreement be provided to Adobe so that Adobe is on notice that the Village of South Russell does not agree to the indemnification provision.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Agreement between Adobe and the Village of South Russell is hereby approved except for Section 8.2 of the Agreement which provides that the Village of South Russell shall indemnify Adobe (a copy of the Agreement with the stricken through reference to indemnification is attached hereto and incorporated herein by reference as **Attachment 1**).

SECTION 2. The Mayor, Fiscal Officer, and/or Solicitor are hereby authorized to strike through the indemnification references in Section 8.2 of the Agreement, initial the change, and provide a copy of the modified Agreement to Adobe.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and to enable the Village to obtain the Adobe software; wherefore, provided it

receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.



Mayor - President of Council

ATTEST:



Fiscal Officer

I certify that Ordinance No. 2024-71 was duly enacted on the 12th day of August, 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.



Fiscal Officer

11. Upload your fonts to Creative Cloud: <https://helpx.adobe.com/creative-cloud/help/upload-your-fonts-to-creative-cloud.html#licensing>
12. Primary and Secondary Institution Eligibility
Guidelines: <https://helpx.adobe.com/enterprise/using/primary-and-secondary-institution-eligibility-guidelines.html>
13. Third Party Software Notices and/or Additional Terms and
Conditions: https://www.adobe.com/products/eula/third_party.html
14. Image Use Rights: <https://www.adobe.com/legal/permissions/image-notice.html>
15. Adobe Customer Care: https://helpx.adobe.com/contact.html?step=CCSN_membership-account-payment_cancel-your-membership
16. Intellectual Property Removal Policy: <https://www.adobe.com/legal/dmca.html>

19. DMCA

We respect the Intellectual Property Rights of others, and we expect our users to do the same. We will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act ("DMCA"). You can learn more about Adobe's IP Takedown policies and practices here: <https://www.adobe.com/legal/dmca.html>.

Adobe Inc.: 345 Park Avenue, San Jose, California 95110-2704, USA.

Adobe Systems Software Ireland Limited: 4-6 Riverwalk, City West Business Campus, Saggart, Dublin 24, Republic of Ireland

Adobe_General_Terms_of_Use-en_US_20240217

General Terms of Use Hyperlinked Document List (listed in order of mention above):

1. Subscription and Cancellation Terms: <https://www.adobe.com/legal/subscription-terms.html>
2. K-12 (Primary and Secondary) and Higher Education Additional Terms for Student Data: https://www.adobe.com/content/dam/cc/en/legal/servicetou/Adobe-EDU-Terms-en_US-20210701.pdf
3. Personal content stored in Creative Cloud and Document Cloud for teams or enterprise cloud storage HelpX: <https://helpx.adobe.com/enterprise/kb/business-storage.html>
4. Privacy Policy: <https://www.adobe.com/privacy/policy.html>
5. Adobe Privacy Choices: <https://www.adobe.com/privacy/opt-out.html>
6. Content Analysis FAQ: <https://helpx.adobe.com/manage-account/using/machine-learning-faq.html>
7. Individuals from countries in the EEA and UK Data Processing Agreement for Adobe Cloud Services: <https://dpa.adobe.com/dpaTermsOfUse?type=55>
8. Individuals outside of EEA and UK Data Protection Terms for Cloud Services: <https://www.adobe.com/content/dam/cc/en/legal/terms/enterprise/pdfs/DPT-WW.pdf>
9. Adobe software support guidelines: <https://helpx.adobe.com/support/programs/support-periods.html>
10. Transparency Center: <https://www.adobe.com/trust/transparency.html>

Documentation are licensed to U.S. Federal Government End Users (A) only as Commercial Products and Services; and (B) with only those rights as are granted to all other end users pursuant to the Terms. Unpublished rights are reserved under the laws of the United States.

18.6 Headings

Headings used in the Terms are provided for convenience only and will not be used to construe meaning or intent.

18.7 Severability

If any provision of the Terms is held invalid or unenforceable for any reason, the remainder of the Terms will continue in full force and effect and such provision shall be ineffective only to the extent of such invalidity or unenforceability.

18.8 No Waiver

Our failure to enforce or exercise any provision of the Terms is not a waiver of that provision.

18.9 Force Majeure

Neither party will be liable to the other for any delay or failure to perform any obligation (other than your payment obligations to Adobe) under the Terms if the delay or failure is due to unforeseen events, which occur after the effectiveness of the Terms and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

The English version of the Terms will be the version used when interpreting or construing the Terms.

18.2 Notice to Adobe

You may send notices to us at the following address: Adobe Inc., 345 Park Avenue, San Jose, California, 95110-2704, USA, Attention: General Counsel.

18.3 Notice to You

We may notify you by your email or postal mail associated with your account, postings within the Services, or other legally accepted means. It is your responsibility to keep your account information current to receive notifications.

18.4 Non-Assignment

You may not assign or otherwise transfer the Terms or your rights and obligations under the Terms, in whole or in part, without our written consent, and any such attempt will be void. We may assign or transfer our rights under the Terms to a third party without your consent.

18.5 Government Terms

If you are a U.S. government entity, or if the Terms are or become subject to the Federal Acquisition Regulations (FAR), then the Services and Software, provided under the Terms are "Commercial Product(s) or Commercial Service(s)", as those terms are defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," and services related thereto, 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

Section 17 means:

We invest in our technology and services and don't allow you to recreate or attempt to recreate our products.

Our products are meant to support creativity and productivity, not to create AI training datasets.

Other than the reverse engineering activities and attempts to recreate our products described below, you can use Firefly and our generative AI tools to generate content for any other legal purpose.

Certain elements of the Services and Software constitute our (or our licensors') confidential information. Except as expressly permitted in the Terms, you must not (and must not allow third parties to): (A) modify, port, adapt, or translate any portion of the Services or Software; (B) reverse engineer (including but not limited to monitoring or tracking the inputs and outputs flowing through a system or an application in order to recreate that system), decompile, disassemble, or otherwise attempt to discover, within any Service or Software, the source code, data representations or underlying algorithms, processes, methods, and any other portion of such Service or Software; or (C) use the Services or Software, or any content, data, output, or other information received or derived from the Services or Software, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence system, including but not limited to any architectures, models, or weights. If the laws of your jurisdiction give you the right to decompile the Services or Software to obtain information necessary to render the licensed portions of the Services or Software interoperable with other software, you must first request such information from us. We may, in our discretion, either provide such information to you or impose reasonable conditions, including a reasonable fee, on your decompilation of the Services or Software to ensure that our and our licensors' and suppliers' proprietary rights in the Services and Software are protected.

18. Miscellaneous

18.1 English Version

16. Updates to Services and Software and Availability

16.1 Updates to the Services and Software

We may modify, update, or discontinue the Services and Software (including any portions or features), which modifications, updates or discontinuations may, for clarity, be detrimental or result in a diminishment of value to you, at any time, without liability to you or anyone else. For changes to paid offerings that, in Adobe's reasonable discretion, are detrimental or result in a material diminishment of value to you, we will make reasonable commercial efforts to notify you of such modification, update, or discontinuation. If we discontinue the Services or Software in its entirety, we will use reasonable commercial efforts to allow you to transition your Content, and we may provide you with a pro rata refund for any unused fees for that Service or Software that you prepaid.

16.2 Availability

Our webpages may be accessible worldwide, but this does not mean all Services and Software are available in your country or that user-generated content available via the Services and Software is legal or available in your country. Access to certain Services (or certain Service features) or Software may be blocked in certain countries. Users in China are not permitted to access or use any online services within our Services and Software and must purchase the Services and Software specifically made available to users in China for use in China. It is your responsibility to make sure your use of the Services and Software is legal or available where you use them. Services and Software are not available in all languages.

17. No Modifications, Reverse Engineering, Artificial Intelligence/Machine Learning (AI/ML)

14.6 Acceptance of Arbitration and Right to Opt Out

Within the first thirty (30) days of your use of the Services and Software or the date of the last update to section 14 (Dispute Resolution, Class Action Waiver, Arbitration Agreement) of the Terms, whichever is later, you have the right to opt out of the arbitration and class action waiver provisions of section 14 (Dispute Resolution, Class Action Waiver, Arbitration Agreement) by sending us written notice of your decision at the address set forth in section 18.2 (Notice to Adobe) or via email at ContractNotifications@adobe.com. If you opt out of these provisions, Adobe will also not be bound by them.

15. Audit Rights

Section 15 means:

Adobe has the right to verify that businesses' use of our products and services is in compliance with our terms. This doesn't apply to individuals using their personal (non-business) account or profile.

If you are a Business, then we may, no more than once every twelve (12) months, upon at least seven (7) days' prior notice to you, appoint our personnel or an independent third-party auditor who is obliged to maintain confidentiality, to inspect (including manual inspection, electronic methods, or both) your records, systems, and facilities to verify that your installation and use of Services or Software comply with our Terms. Additionally, you will provide us with all records and information requested by us within thirty (30) days of our request in order for us to verify that the installation and use of any and all Services and Software is in conformity with your valid licenses. If the verification discloses a shortfall in conformity with the licenses for the Services and Software, you will immediately acquire any necessary licenses, subscriptions, and applicable back maintenance and support or other applicable action in order to remedy any such non-conformity (ies).

rules of the arbitration provider and the Terms, including with respect to the assessment of the fees and costs of arbitration, the Terms will govern.

14.4 Arbitration Fees and Costs

Payment of all filing, administration, and arbitrator fees and costs of arbitration will be governed by the rules of the arbitration provider, except that to the extent that you bring a Claim as part of a Coordinated Action, we agree that the parties will equally share all of the fees and costs of arbitration (to the extent that allocation is not already required under applicable rules). For purposes of this section, a "Coordinated Action" is any action in which you are represented by a law firm or collection of law firms that has filed numerous coordinated individual arbitration demands of the same or similar nature against Adobe within a short time. Notwithstanding the above, if you are unable to afford fees or costs of arbitration, Adobe will pay them. If the arbitrator finds that either the substance of a Claim or the relief sought in arbitration was frivolous, or a Claim was brought for an improper purpose, the parties may seek to re-allocate the fees and costs of arbitration, according to the rules of the arbitration provider.

14.5 Exceptions to Arbitration – Small Claims and Injunctive Relief

Notwithstanding the foregoing, either party may elect to have any Claim that is subject to the jurisdiction of small claims court decided in small claims court in Santa Clara County, California, USA, or the county of your residence. If either party files a Claim in arbitration that could have been brought in small claims court, the other party may provide notice that it wants the case decided in small claims court before the appointment of an arbitrator, and the arbitrator shall administratively close the case before assessing any fees, and the party bringing the Claim must proceed in small claims court in lieu of arbitration. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration. Additionally, either party shall be entitled to apply for preliminary injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction, such as in the event of your or others' unauthorized access to or use of the Services or Software in violation of the Terms. If a party has a dispute in which they seek to obtain both preliminary injunctive relief and other forms of relief, the party may go to court to seek preliminary injunctive relief but must arbitrate its claims or seek relief in small claims court for all other forms of relief.

Neither party shall initiate legal action until 30 days after the Notice of Claim is received. This agreement to arbitrate shall apply, without limitation, to all claims that arose or were asserted before the effective date of the Terms. The arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of the Terms or formation of the Terms, including whether any dispute between us is subject to arbitration (i.e., the arbitrator will decide the arbitrability of any dispute) and whether all or any part of these Terms are void or voidable. Claims related to the Terms, Services, or Software are permanently barred if not brought within one year of the event resulting in the Claim.

14.2 No Class Actions

You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Nonetheless, if any portion of this class action waiver is deemed unenforceable or invalid as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.

14.3 Arbitration Rules

If you reside in the Americas, JAMS will administer the arbitration in Santa Clara County, California, USA, pursuant to its Streamlined Arbitration Rules and Procedures. If you reside in Australia, New Zealand, Japan, mainland China, Hong Kong, Macau, Taiwan, South Korea, India, Sri Lanka, Bangladesh, Nepal, or a member state of the Association of Southeast Asian Nations (ASEAN), then the Singapore International Arbitration Centre (SIAC) will administer the arbitration in Singapore under its Rules of Arbitration, which rules are deemed to be incorporated by reference in this section. Otherwise, the London Court of International Arbitration (LCIA) will administer the arbitration in London, UK under the LCIA Arbitration Rules. There will be one arbitrator that you and Adobe mutually select. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness's native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over you and us. In the event of a conflict between the

the case of supply of goods, our doing any one or more of the following: (1) replacing the goods or supplying equivalent goods; (2) repairing the goods; (3) paying the cost of replacing the goods or of acquiring equivalent goods; and (4) paying the cost of having the goods repaired; or (B) in the case of supply of services, our doing either or both of the following: (1) supplying the services again; and (2) paying the cost of having the services supplied again.

14. Dispute Resolution, Class Action Waiver, Arbitration Agreement

Adobe Customer Care is available to address most concerns that you may have regarding Adobe's Services and Software. Contact Adobe Customer Care here: https://www.adobe.com/go/csupport_subscripterms.

14.1 Notice of Claim and Required Information Dispute Resolution Process

Section 14.1 means:

You agree to notify Adobe of any dispute and try to resolve it amicably. If that doesn't work, the dispute will be decided either in small claims court or through arbitration. But let's try the amicable route first.

If you have any concern or dispute that Adobe Customer Care is unable to resolve ("Claim"), you agree to first try to resolve the dispute informally and in good faith by contacting us and providing a written Notice of Claim to the address provided in section 18.2 (Notice to Adobe). The Notice of Claim must provide Adobe with fair notice of your identity, a description of the nature and basis of your Claim, and the relief you are seeking, including the specific amount of any monetary relief you are seeking, and cannot be combined with a Notice of Claim for other individuals. If any dispute related to your Claim is not resolved within 30 days of receipt, any resulting legal actions must be resolved through either small claims court or final and binding arbitration, including any dispute about whether arbitration is required for the dispute, subject to the exceptions set forth below.

Upon the expiration or termination of the Terms, some or all of the Services and Software may cease to operate without prior notice. Your indemnification obligations, our warranty disclaimers and limitations of liabilities, and the dispute resolution provisions stated in the Terms will survive.

11.4 Account Deactivations and Appeals

If you believe your Adobe Account has been deactivated in error, you may submit an appeal by following the process outlined when you attempt to log into your account or at our Transparency Center. If you have any related questions, please contact Adobe Customer Care.

12. Trade Sanctions and Export Control Compliance

The Services and Software, and your use of them, are subject to laws, restrictions, and regulations of the United States and other jurisdictions that govern the import, export, and use of the Services and Software. By using the Services and Software, you agree to comply with all such laws, restrictions, and regulations, and you warrant that you are not prohibited from receiving the Services and Software by the laws of any jurisdiction. Additionally, you agree not to upload to or transmit over any Services or Software any content that is controlled for export from the United States (including technical data controlled under the US International Traffic in Arms Regulations and technology controlled under the US Export Administration Regulations) without prior written approval from Adobe.

13. Australian Consumer Law

Nothing in the Terms is intended to exclude, restrict, or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("CCA") or any other legislation which may not be excluded, restricted, or modified by agreement. If the CCA or any other legislation implies a condition, warranty, or term into the Terms or provides statutory guarantees in connection with the Terms, in respect of goods or services supplied (if any), our liability for breach of such a condition, warranty, other term or guarantee is limited (at our election), to the extent it is able to do so: (A) in

outstanding fees associated with your subscription, including, but not limited to early cancellation fees.

11.2 Termination by Us

Unless stated in the Product Specific Terms, we may at any time immediately terminate or suspend your right to use and access the Services and Software if in Adobe's sole discretion:

(A) you breach any provision of the Terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with the Terms);

(B) you fail to make the timely payment of fees for the Services and Software, if any;

(C) you physically, verbally, or through other means abuse, threaten, bully, or harass us or our personnel (in such circumstances, we may alternatively suspend or restrict your access to the Services and Software);

(D) you have repeatedly made complaints in bad faith or without a reasonable basis, and continue to do so after we have asked you to stop (in such circumstances, we may alternatively suspend or restrict your access to the Services or Software);

(E) continuing to provide the Software or Services to you would violate any applicable law;

(F) we elect to discontinue the Services and Software, in whole or in part if it becomes impractical for us to continue offering Services in your region due to change of law, or other reason; or

(G) there has been an extended period of inactivity in your free account.

If we terminate the Terms, or your use of the Services and Software for reasons other than for cause, as listed in any of Sections (A) to (D) and (G) above, we will make reasonable efforts to notify you via the email address you provide to us, at least thirty (30) days prior to termination, with instructions on how to retrieve your Content. If we terminate your use of the Services and Software for reasons listed in Sections (E) or (F), we may, in our sole discretion, provide you with a pro rata refund for any prepaid, unused fees for that Service or Software. Upon termination by us, you may lose access to your Content.

11.3 Survival

during the three-month period preceding the event giving rise to the liability. Our suppliers will have no liability in any matter arising out of or related to the Terms.

10.3

These limitations and exclusions in this section 10 (Limitation of Liability) apply to the maximum extent permitted by law even if (A) a remedy does not fully compensate you for any losses or fails of its essential purpose; or (B) the Covered Parties knew or should have known about the possibility of damages.

10.4

The Terms set forth the entire liability of the Covered Parties as well as your exclusive remedy with respect to access and use of the Services and Software.

11. Termination

Section 11 means:

You can cancel your subscription at any time, but fees may apply. If you violate any of our terms, Adobe has the right to terminate or suspend your account.

11.1 Termination by You

You may cancel your subscription and terminate your use of the Services and Software at any time. Cancellation or termination of your account does not relieve you of any obligation to pay any

The Covered Parties specifically disclaim all liability for any actions resulting from your use of any Services and Software. You may use and access the Services and Software at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use of and access to any Service and Software.

9.3

If you post your Content on our servers to publicly Share through the Services, the Covered Parties are not responsible for: (A) any loss, corruption, or damage to your Content; (B) the deletion of Content by anyone other than Adobe; or (C) the inclusion of your Content by third parties on other websites or in other media.

10. LIMITATION OF LIABILITY

10.1

Unless stated in the Product Specific Terms, in no event shall the Covered Parties be liable to you or anyone else for any special, incidental, indirect, consequential, moral, exemplary or punitive damages whatsoever, regardless of cause, including losses and damages (A) resulting from loss of use, data, reputation, revenue, or profits; (B) based on any theory of liability, including breach of contract or warranty, negligence, or other tortious action; or (C) arising out of or in connection with your use of or access to the Services and Software. Nothing in the Terms limits or excludes our liability for gross negligence, intentional misconduct of Adobe or its employees, death, or personal injury.

10.2

Our total liability in any matter arising out of or related to the Terms is limited to the greater of (A) US \$100; or (B) the aggregate amount that you paid for access to the Services and Software

~~8.2 Indemnification~~

WJK William J. Koons May 8-13-24
~~You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim(s), demand(s), loss(es), or damage(s), including reasonable attorneys' fees, arising out of, or related to:~~

~~(A) your Content, including, but not limited to Creative Cloud Customer Fonts;~~

~~(B) your use of the Services and Software (as applicable);~~

~~(C) your interactions with any other users (including Third-Party Entitlement Holders); or~~

~~(D) your violation of the Terms ("Matter").~~

~~We have the right to control the defense of any Matter subject to indemnification by you with counsel of our own choosing. You will fully cooperate with us in the defense of any Matter.~~

As to changes: *WJK William J. Koons May 8-13-24*

9. DISCLAIMERS OF WARRANTIES

9.1

Unless stated in the Product Specific Terms, the Services and Software are provided "AS-IS." To the maximum extent permitted by law, Adobe, its affiliates, and third-party providers ("Covered Parties") disclaim all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. The Covered Parties make no commitments about the content within the Services. The Covered Parties further disclaim any warranty that (A) the Services and Software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (B) the results obtained from the use of the Services and Software will be effective, accurate, or reliable; (C) the quality of the Services and Software will meet your expectations; or (D) any errors or defects in the Services and Software will be corrected.

9.2

7. Fees and Payment

7.1 Taxes and Third-Party

You must pay any applicable taxes and third-party fees (including, for example, telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, VAT, foreign exchange fees, and foreign transaction fees). We are not responsible for these fees. Contact your financial institution with questions about fees. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses. If you are located in a different country from the applicable Adobe entity with which you are transacting (i.e., Adobe Inc. for North American customers and Adobe Systems Software Ireland Limited for customers in all other countries), your payments will be made to a foreign entity.

7.2 Credit Card Information

You authorize us or our authorized vendor(s) to store your payment method and use it in connection with your use of the Services and Software as described in your Subscription and Cancellation Terms. To avoid interruption of your service, we may participate in programs supported by your card provider to try to update your payment information. You authorize us or our authorized vendor(s) to continue billing and charging your account for amounts owed with the information that we obtain.

8. Your Warranty and Indemnification Obligations

8.1 Warranty

You must have: (A) all necessary licenses and permissions to use and Share your Content; and (B) the rights necessary to grant the licenses in the Terms.

6.8 Share or generate Content, including Creative Cloud Customer Fonts, or otherwise engage in behavior that violates anyone's Intellectual Property Rights. "Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights;

6.9 Share or generate any Content or engage in behavior that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, invasive of another's privacy, hateful, or otherwise objectionable;

6.10 Share or generate any Content that sexualizes minors or that is intended to facilitate inappropriate interactions with minors, other Adobe users, or the public;

6.11 impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, including not disclosing an applicable sponsorship or endorsement relationship when you leave a review;

6.12 attempt to disable, impair, or destroy the Services and Software;

6.13 upload, transmit, store, or make available any Content, including Creative Cloud Customer Fonts, or code that contains any viruses, malicious code, malware, or any components designed to harm or limit the functionality of the Services and Software;

6.14 disrupt, interfere with, or inhibit any other user from using the Services and Software (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm);

6.15 engage in chain letters, junk mail, pyramid schemes, phishing, spamming, or other unsolicited messages;

6.16 engage in fraudulent activities, such as payment and refund fraud;

6.17 place an advertisement of any products or services in the Services except with our prior written approval;

6.18 use any data mining or similar data gathering and extraction methods in connection with the Services and Software, including data scraping for machine learning or other purposes;

6.19 artificially manipulate or disrupt the Services and Software (such as manipulating appreciations on Behance or driving users to third-party sites);

6.20 create Adobe accounts for the purpose of violating the Terms or our policies (or other types of actions taken by Adobe), including, but not limited to, creating fake accounts, or for circumventing account termination;

6.21 manipulate or otherwise display the Services and Software by using framing or similar navigational technology; or

6.22 violate applicable law.

You are responsible for keeping your account active, which means you must sign in and use your account periodically to avoid any Content deletion, disruption or loss of access to the Services and Software, or termination of your account. If you don't sign into your account periodically, we reserve the right to assume your account is inactive, and you agree that we may permanently delete your Content stored in the account or close your account entirely. Prior to permanently deleting your Content or closing your account for inactivity, we will attempt to provide notice to you. For the avoidance of doubt, this section 5.3 (Free Account Inactivity) does not apply to paid accounts in good standing.

6. User Conduct

Section 6 means:

Adobe products should be used responsibly, and not used for things like selling or sharing accounts, generating illegal content, creating fake accounts, or committing fraud.

You must use the Services and Software responsibly and not misuse the Services and Software. For example, you must not:

- 6.1 use the Services and Software without, or in violation of, a written license or agreement with Adobe;
- 6.2 copy, modify, host, stream, sublicense, or resell the Services and Software;
- 6.3 enable or allow others to use the Services and Software using your account information;
- 6.4 offer, use, or permit the use of or access to the Services and Software in a computer services business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as a part of a hosted service, or on behalf of any third party;
- 6.5 construct a database or dataset using, including, or comprised of the Adobe Content Files for the purpose of reverse engineering;
- 6.6 access or attempt to access the Services and Software by any means other than the interface we provide or authorize;
- 6.7 circumvent any access or use restrictions put into place to prevent certain uses of the Services and Software;

5. Your Account

5.1 Account Information

You, as a Personal User or a Business User, are responsible for all activity that occurs via your account even if that activity is not by you or is without your knowledge or consent. You may not (A) share your account information (except with an authorized account administrator), whether intentionally or unintentionally; or (B) use another person's account. Your account administrator may use your account information to manage your use and access to the Services and Software. For PhoneGap, we reserve the right to monitor and enforce subscription plan limits and restrictions, including, but not limited to, the right to charge for overages.

5.2 Account Security

You are responsible for taking reasonable steps to maintain the security and control of your Adobe Account. Adobe may require you to enable multi-factor authentication and provide a phone number or an alternate email for security purposes. Adobe assumes no responsibility for any loss that you may sustain due to a compromise of your account login credentials, or your failure to follow or act on any notices or alerts that we may send to your email address or telephone number. You are responsible for keeping your email address and telephone number up to date to receive any notices or alerts that we may send you, and you are also responsible for carefully reviewing any messages purporting to be from Adobe to ensure they are legitimate. We assume no responsibility if you are unable to access your Adobe Account because you cannot provide the appropriate login credentials, such as a password, email address, or telephone number. If you suspect that your Adobe Account or any of your security details have been compromised, please contact your account administrator or Adobe Customer Care https://www.adobe.com/go/csUPPORT_subscripTERMS.

5.3 Free Account Inactivity

(C) Comments. Any comments that you submit through the Services and Software are not anonymous and may be viewed by other users. In some Services and Software, your comments may be deleted by you, by other users, or by us.

(D) Removing Your Content. If you delete Content from the Services and Software, we will stop making that Content publicly available within a reasonable amount of time. Some copies of your Content may be retained for a period of time as part of our routine backups, and we are not responsible for any use of Content that you have Shared or made public.

(E) Collaboration. Before you Share any Content through the Services, please review the Adobe Collaboration Space Product Specific Terms set forth in section 1.2 above as they apply to you and the Content you Share within Adobe collaboration environments.

4.5 Content Removals and Appeals

If we remove your Content for violating the Terms, we will inform you of our decision via the email address you provided to us. If you believe that your Content was removed in error, you may submit an appeal by following the process outlined in our communication to you or at our Transparency Center.

4.6 Feedback

Section 4.6 means:

Your feedback is always appreciated! When you choose to share your feedback with us, it helps improve our products and services.

You may choose to provide us with feedback regarding the Services and Software, including in the form of ideas, suggestions, proposals, or examples involving your Content ("**Feedback**"). In such event, you agree that we are free to use the Feedback for our business purposes, including by incorporation into the Services and Software without any payment or attribution or other obligation to you.

attributes) (together, "**Content Analytics**"), you grant us a non-exclusive, worldwide, royalty-free license to do the following to improve our Services and Software:

1. **reproduce** (for example, to make copies of your Cloud Content in our internal file storage repositories);
2. **create derivative works** (for example, to convert between file formats, or crop the Cloud Content); and
3. **sublicense** the foregoing rights to third parties acting on our behalf (for example, we may utilize trusted vendors and contractors subject to confidentiality and privacy restrictions to do Content Analytics on our behalf).

We will **not** (and cannot) grant a sublicense to a third party that is greater than the rights you give us.

Under this clause 4.3(B), we do **not** have the right to, and we will not, publicly display your Content or allow third parties to improve their products with your Content.

(C) You May Choose Not to Participate in Content Analytics.

1. **Opt-out Rights.** You have the right to opt out of us performing Content Analytics using your Content (<https://www.adobe.com/go/contentanalysisfaq>) and usage data (<https://www.adobe.com/go/usagedatafaq>).
2. **Generative AI.** We will **not** use your Content to train generative AI models except for Content you chose to submit to the Adobe Stock marketplace, and this use is governed by the separate Adobe Stock Contributor Agreement.

4.4 Sharing Your Content

(A) Sharing. Some Services and Software may provide features that allow you to Share your Content with other users or to make it public. "**Share**" means to email, post, transmit, stream, upload, or otherwise make available (whether to us or other users) through your use of the Services and Software. Other users may use, copy, modify, or re-share your Content in many ways. Please carefully consider what you choose to Share or make public as you are responsible for the Content that you Share.

(B) Level of Access. We do not monitor or control what others do with your Content. You are responsible for determining the limitations that are placed on your Content and for applying the appropriate level of access to your Content. If you do not choose the access level to apply to your Content, the system may default to its most permissive setting. It is your responsibility to let other users know how your Content may be Shared and to adjust the setting related to accessing or Sharing your Content.

(Ownership) above which states that in all cases you own your Content, you grant us a non-exclusive, worldwide, royalty-free license to do the following with your Cloud Content:

1. reproduce

(for example, to create copies of your Cloud Content on our servers in order to allow you to upload your Cloud Content to our servers, to allow you to copy and paste your Cloud Content between multiple Adobe Express projects, to make copies of your Creative Cloud libraries, to make copies across servers to help prevent data loss, or to cache your Cloud Content on content delivery networks to improve how quickly you can view and download content stored on our servers);

2. distribute

(for example, to publish your work under your direction to third party platforms or services, to share Cloud Content under your direction through our Services to your friends, family, and colleagues, or to allow these authorized people to download your Cloud Content with your permission);

3. create derivative works

(for example, to compress an image to use as a thumbnail, to remove an image background at your direction, or to translate the Cloud Content into another language);

4. publicly display

(for example, for an image or document, to publish the image or document on a public property such as Behance or a third-party platform at your direction but not to use your image or document to market or promote Adobe);

5. publicly perform

(for example, to enable the playback of a video on public properties or third-party platforms at your direction but not to use the video to market or promote Adobe); and

6. sublicense the foregoing rights to third parties acting on our behalf (for example, we utilize trusted cloud infrastructure providers and content delivery networks subject to confidentiality and privacy restrictions to provide you with faster access to your Cloud Content).

What Adobe Does Not Do

We will **not** (and cannot) grant a sublicense to a third party that is greater than the rights you give us.

Under this clause 4.3(A), we do not have the right to, and will not, use your Content to market or promote Adobe.

We will not use these rights to train generative AI models on your Content and will not use the sublicense rights to have anyone else train generative AI models on your Content, except at your specific request (like you asking us to train a custom model on your Content).

(B) License to Cloud Content to Improve our Services and Software. (B) License to Cloud Content to Improve our Services and Software. Solely for the purpose of our internal analysis of how you use our Services and Software and the characteristics of your Content (such as file type and structural

4.1 Content

"Content" means any text, information, communication, or material, such as audio files, video files, electronic documents, or images, that you upload, import into, embed for use by, or create using the Services and Software.

4.2 Ownership

As between you and Adobe, you (as a Business User or a Personal User, as applicable) retain all rights and ownership of your Content. We do not claim any ownership rights to your Content.

4.3 Licenses to Your Content

Section 4.3 means:

You own your content. But in order to use our products and services, we need you to give us permission to use your content when stored or processed in our cloud. This permission is called a license.

This license allows us to provide our products and services to you, like if you want to share your content or publish your content on Behance. Because it's your content — not ours.

This license does not give us permission to train generative AI models with your or your customers' content. We don't train generative AI models on your or your customers' content unless you've submitted the content to the Adobe Stock marketplace.

We also ask whether you would like to help us improve our products and services, but it's never required. When you choose to help us improve our products, we need a limited license to your content for that specific purpose.

(A) License to Cloud Content to Operate the Services and Software on Your Behalf. Solely for the purpose of **operating** the Services and Software on your behalf, and subject to section 4.2

(B) **Education Version.** If we designate the Services and Software to be for use by educational users ("**Educational Version**"), then you may use the Educational Version only if you meet the eligibility requirements stated at <https://www.adobe.com/go/primary-secondary-institution-eligibility-guidelines>. You may install and use the Educational Version only in the country where you are qualified as an educational user. If you reside in the EEA, then the word "country" in the prior sentence means the EEA.

3.12 Third-Party Services and Software

Section 3.12 means:

Some of our products allow you to access third-party apps or services, like social media apps and plug-ins, but Adobe isn't responsible for these tools. They are governed by the terms of the third-party providers.

Adobe may make third-party software and services (including plug-ins and extensions) available to you through the Services and Software as a convenience. Third-party software and services are not Services and Software as defined in the Terms and your acquisition and use of such third-party software and services is solely between you and the third party. Some third-party terms that may be applicable to your use of the Services and Software are available here: (<https://www.adobe.com/go/thirdparty> and <https://www.adobe.com/legal/permissions/image-notice.html>). You are responsible for complying with all applicable third-party terms.

4. Your Content

Section 4 means:

Your content is your content — you own it, and we don't.

liability in connection with the removal. Information about how your Content may change can be found here: <https://www.adobe.com/go/cc-fonts-faq>.

(C) You may revoke our access to your Creative Cloud Customer Fonts and terminate our rights at any time by deleting your Creative Cloud Customer Fonts from the Service.

(D) Upon termination or closure of your account, we reserve the right to delete your Creative Cloud Customer Fonts. Some copies of your Creative Cloud Customer Fonts may be retained as part of our routine backups.

(E) We may collect information connected to your use of the Creative Cloud Customer Fonts, such as names of the Creative Cloud Customer Fonts that you upload and how you use the Creative Cloud Customer Fonts.

3.11 Other License Types

Section 3.11 means:

You may be able to use a beta version of our products. These products are in development and are not final versions, so there may be issues or bugs that arise from using them. If you choose to use a beta version, human review of your content may occur.

Adobe may also ask you to keep your use of its beta versions confidential.

(A) **Pre-release or Beta Version.** We may designate the Services and Software, or a feature of the Services and Software, as a prerelease or beta version ("**Beta Version**"). A Beta Version does not represent the final Services and Software and may contain bugs that may cause system or other failure and data loss. We may choose not to release a commercial version of the Beta Version. You must promptly cease using the Beta Version and destroy all copies of the Beta Version if we request you to do so. In exchange for your use of a Beta Version, you agree that Adobe may collect data, including crash data, regarding your use of the Beta Version and analyze your Content, including human review, to improve our Services and Software and to personalize your experience, regardless of whether you have opted-out of data collection for non-Beta Versions. If you do not wish to have your usage tracked or Content analyzed, you must discontinue your use of the Beta Version by uninstalling such Beta Version or utilizing a non-Beta Version of the Services and Software. Any separate agreement we enter into with you governing the Beta Version will supersede these provisions.

(A) You may not post jobs that point to specific work contests or other opportunities that solicit customized and unpaid creative work from creative professionals. Any such postings may be removed without refund.

(B) We offer a paid **"Talent Search"** feature to recruiters and companies looking to discover and hire creative talents. By uploading a public profile or public project on the Services, you agree that the public information may be included in Talent Search results.

3.10 Creative Cloud Customer Fonts

Section 3.10 means:

Before uploading any fonts to Adobe products, be sure you have the rights to use those fonts.

(A) For any font or font file you upload or submit to the Services and Software ("**Creative Cloud Customer Fonts**") you represent and warrant that you have all necessary rights to allow us to use, reproduce, display, host, and distribute the Creative Cloud Customer Fonts through the Services and Software **for your use**. Creative Cloud Customer Fonts are not considered Content, as defined in the Terms. You retain all rights to the unmodified Creative Cloud Customer Fonts. You acknowledge that enabling the display of any Creative Cloud Customer Font with the Services and Software for your use may require us to use Adobe Technology, including our proprietary font-optimization technology, and that we retain all rights to such Adobe Technology. "**Adobe Technology**" means technology owned by us or licensed to us by a third-party (including the Services and Software and any related intellectual property rights throughout the world), any Feedback provided to us that is incorporated into any of the foregoing, and any of the modifications, or extensions of any of the foregoing, whenever or wherever developed. Adobe does not represent or warrant that any such Creative Cloud Customer Fonts will be compatible with or be suitable for use with the Services or Software.

(B) If we are informed by a third party, such as a foundry, or become aware that you do not have the rights to which you warrant in section 3.10(A) (Creative Cloud Customer Fonts) or that your Creative Cloud Customer Fonts violate third-party Intellectual Property Rights, then we may remove the Creative Cloud Customer Fonts from your account, from the Services, or from the Content that uses such Creative Cloud Customer Fonts. You acknowledge that if we remove your Creative Cloud Customer Fonts from your account, the Services or the Content that uses the Creative Cloud Customer Fonts, or the display of your Content may change, and we will have no

3.7 Free Memberships, Complimentary Services, Offers, and Trials

Section 3.7 means:

We may offer our products and services to you at no charge, like free memberships or trial subscriptions.

Adobe may provide free memberships, Complimentary Services, offers, and trial subscriptions in its sole discretion. If access to the Services and Software is provided to you for free, Complimentary Services, or for trial purposes, such access is governed by the Terms. At any time prior to or during the free, Complimentary Services, or trial period, Adobe may, in its sole discretion, terminate that access without prior notice and without any liability to you, to the extent permitted under applicable law, for any reason, including to prevent abuse of the free, Complimentary Services, or trial access. After the free, Complimentary Services, or trial access period expires, you may continue using the Services or Software in a paid subscription, if available, or as otherwise permitted by Adobe. During the free, Complimentary Services, or trial period, no express or implied warranties shall apply to the Services and Software; all Services and Software are provided "as-is" with all defects, and no technical or other support is included.

3.8 NFR Version

Adobe may also designate the Services and Software as "trial," "evaluation," "not for resale," or other similar designation ("**NFR Version**"). You may install and use the NFR Version only for the period and purposes stated when we provide the NFR Version. You must not use any materials you produce with the NFR Version for any commercial purposes.

3.9 Adobe Talent

We may host user-generated content from our users. If you access our Services, you may come across user-generated content that is illegal or that you find offensive or upsetting. We bear no responsibility for such user-generated content. If available, you may also click on the "Report" button to report this content to us. You may learn more about our content moderation policies and practices, including how to report content to us at our Transparency Center.

3.5 Sample Files

"Sample Files" means Adobe-provided audio, visual, video, or other content files for use in tutorials, demonstrations, and for other trial purposes, which may be identified as sample files. Sample Files cannot be used for any other purpose than for which they were provided. You cannot distribute Sample Files in any way that allows a third party to use, download, extract, or access the Sample Files as a stand-alone file, and you cannot claim any rights in the Sample Files.

3.6 Content Files

Section 3.6 means:

You have the right to use the content or assets that we make available to you. You can even change or modify this content in your work.

"Content Files" means Adobe assets provided as part of the Services and Software. Unless documentation or specific licenses (including but not limited to Product Specific Terms) state otherwise, we grant you a personal, non-exclusive, non-sublicensable (except if you are a Business, then sublicensable only to your Business Users), and non-transferable license to use the Content Files to create your end use (i.e., the derivative application or product authored by you) into which the Content Files, or derivations thereof, are embedded for your use ("**End Use**"). You may modify the Content Files prior to embedding them in the End Use. You may reproduce and distribute Content Files only in connection with your End Use, however, under no circumstances can you distribute the Content Files on a stand-alone basis, outside of the End Use.

3.3 Storage

Section 3.3 means:

We don't want to see you go, but if you do cancel your Adobe subscription, please take all your content with you before canceling.

When you cancel your subscription, we try to save it for some time in case you need it later, but we reserve the right to delete content.

We recommend that you back up your Content and Creative Cloud Customer Fonts elsewhere regularly, even if the Services provide storage and this functionality is enabled by the applicable Services. We may create reasonable technical limits, such as limits on file size, storage space, processing capacity, and other attributes. We may suspend the Services until you are within the storage space limit associated with your account. At the end of your license term, we will use commercially reasonable efforts to allow you to transition your Content out of the Services. The transition must be completed within thirty (30) days from the date of the termination or expiration of your license term. At the end of this 30-day transition period, we reserve the right to delete your Content. You should download any Content that you have stored in the Services before your license ends.

3.4 User-Generated Content

Section 3.4 means:

Users may upload and share their content using our products and we are not responsible for this content. If you find offensive content, you can flag this content for us to review.

3.1 License

Section 3.1 means:

Adobe grants you certain rights to use your license to Adobe's apps and services.

Subject to your compliance with the Terms and applicable law, we hereby grant you a non-exclusive, limited, revocable right (as set forth herein) for you to install, access and use the Services and Software that we make available to you, and that you license from us. Each license is to be used by only one (1) person and cannot be shared. At the end of your license term, your license(s) will expire as set forth in your order document(s), or the Subscription and Cancellation Terms. The version(s) of the Services and Software available at your renewal date may be different from the version(s) available when you first licensed them from Adobe. The versions of the Services and Software that Adobe supports can be found here: <https://www.adobe.com/go/software-support-guidelines>. You agree that your decision to use, access, or license the Services and Software is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

3.2 Adobe Intellectual Property

Section 3.2 means:

Adobe owns its products and services and gives you a license to use them.

We (and our licensors, as applicable) remain the sole owner of all right, title, and interest in the Services and Software. Except as stated in the Terms, we do not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the items in the Services or Software. This means you may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. We reserve all rights not granted under the Terms.

"Processor" under the General Data Protection Regulation (EU) 2016/679 ("GDPR") or any successor for the GDPR associated with the withdrawal of the United Kingdom from the EU. The DPA terms are available here: www.adobe.com/go/tou-dpa.

(B) Data Protection Terms. The Data Protection Terms apply where you provide Personal Data (as defined in the Data Protection Terms) collected from individuals outside of the EEA and the UK and where Adobe is Processing (as defined in the Data Protection Terms) this data at your instruction and on your behalf. The Data Protection Terms are available here: <https://www.adobe.com/go/dpt-ww>.

2.4 Sensitive Personal Information

You agree not to collect, process, or store any Sensitive Personal Information (as defined below) using the Services and Software, except as (A) directly authorized by Adobe, (B) intended by the Services and Software, or (C) governed by the Product Specific Terms, as applicable. 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, data concerning an individual's sexual behavior or sexual orientation, medical, or health information protected under any health data protection laws, biometric data, personal information of children protected under any child data protection laws (such as the personal information defined under the U.S. 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. If you are a Business, you also agree to ensure Business Users' compliance with this section 2.4 (Sensitive Personal Information).

2.5 Transfer of Personal Information

We process and store information in the U.S. and other countries. By using our Services and Software, you authorize Adobe to transfer your personal information across national borders and to other countries where Adobe and its partners operate.

3. Use of Services and Software

(D) Content Analytics with Cloud Content. Subject to your opt-out rights, we may perform Content Analytics (see section 4.3(B)) with Cloud Content to help us understand how our users are using our Services and Software to allow us to improve your Services and Software experience, provide recommendations to you, and customize your experience. Learn more about your right to opt out of us performing Content Analytics using your Content (adobe.com/go/contentanalysisfaq) and usage data (adobe.com/go/usagedatafaq). Insights from Content Analytics may be used to inform our marketing to you, subject to your opt-out and consent rights regarding our marketing.

(E) Public and Shared Cloud Content. For Cloud Content on our Adobe Stock platform and other public-facing platforms like Behance and Lightroom communities, all Cloud Content is subject to review for intellectual property issues and safety issues (for example, violence and nudity). If you choose to share your Cloud Content with others using our Software and Services, we may automatically review this shared Cloud Content to flag abusive behavior (such as spam or phishing).

(F) Generative AI. We will not use your Local or Cloud Content to train generative AI models except for Content you choose to submit to the Adobe Stock marketplace, and this use is governed by the separate Adobe Stock Contributor Agreement.

(G) Human Review of Cloud Content. For Cloud Content, human review may occur in limited circumstances:

1. when you ask us (like contacting our support team);
2. when you make your Cloud Content publicly available (like on Adobe Stock or Behance);
3. when your Cloud Content is flagged or reported as illegal or abusive (like Child Sexual Abuse Materials); or
4. when you opt in to a prerelease, beta, or product improvement program (like the Adobe Photoshop Improvement Program). Learn more

Your Local Content is **never** reviewed by us.

2.3 Data Protection Agreements

In some countries, the law requires that we put a data protection agreement in place with you if we handle Personal Data (as defined in the applicable agreement) for you as part of our Services and Software. These agreements are the EU Data Processing Agreement or Data Protection Terms, found in the following locations:

(A) European Union ("EU") Data Processing Agreement (or "DPA"). The DPA terms apply where you provide Personal Data (as defined in the DPA) collected from individuals from countries in the European Economic Area ("EEA") and the UK and where you are a **"Controller"** and Adobe is a

Policy (<http://www.adobe.com/go/privacy>). You have the option to manage information preferences here: <https://www.adobe.com/privacy/opt-out.html>.

2.2 Our Access to Your Content

Section 2.2 means:

No one but you owns your content, but we need access to your content as necessary to operate Adobe applications and services. We limit our access to very specific purposes.

We review content that is on our servers to screen for certain types of illegal content (such as child sexual abuse material), or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing). We start this process with an automated machine-driven review, but if our automated systems or another user flags an issue, a person may review the content to confirm if it is illegal or abusive.

A person may review your content on our servers in limited circumstances, such as upon your request, when you choose to let us use your content to improve our products or when your content is flagged or reported as illegal.

Here's what we don't do: We don't scan or review content that is stored locally on your device. We also don't train generative AI models on your or your customers' content unless you've submitted the content to the Adobe Stock marketplace.

We respect your rights to your Content (defined in Section 4.1) and limit our access to your Content in the following ways:

(A) Operational Use. Our Services and Software will access your Local and Cloud Content to enable the normal running of the Services and Software, for example, allowing Photoshop to open your file so you can edit it.

(B) No Scanning or Review of Local Content. For Content stored locally on your device ("Local Content"), we do not scan or review your Content.

(C) Illegal and Abusive Cloud Content. For Content that you have uploaded to our servers or create using our cloud-based Services ("Cloud Content"), Content may be automatically scanned to ensure we are not hosting illegal or abusive content, like Child Sexual Abuse Material.

account to be moved to a new account that utilizes an email address not associated with such Business. You, as a Personal User with an Adobe account assigned to a Business or a Business User, also acknowledge that Adobe may provide your personal information to such Business (including, for clarity, sharing your information with an administrator of your Business), such as your name, email address and Entitlement information. If you do not want a Business to access, use, remove, retain, or control an account or profile, then do not use a Business email address with that account. Information regarding Content storage and access, and how you may change the email address associated with your account may be found here: <https://adobe.com/go/business-storage-helpx>. Adobe may share information about the Business, such as name and email address of the administrator, to a Business User.

1.5 Updates to Terms

Section 1.5 means:

Sometimes change happens. We'll notify you when there are important changes to these terms or to your subscription.

We may make changes to the Terms from time to time ranging from cleaning up typos to changes in policy. If we make any important changes, we will notify you. Any such changes will not apply to any dispute between you and Adobe arising prior to the date on which we posted the revised Terms incorporating such changes, or when the Terms otherwise become effective. Please review the Terms regularly. If you do not agree to the amended Terms, you must stop using our Services and Software and, if applicable, cancel your subscription.

2. Privacy

2.1 Privacy

For information about how we collect, use, share, or otherwise process information about you and your use of our Services and Software, please see our Privacy

If you received an **"Entitlement"** (which is defined as the right to use, access, and consume the Services and Software) from an organization or group, including but not limited to a business or any other commercial entity, government entity, non-profit organization, or educational institution (each, a **"Business"**) under one of Adobe's business plans (such as Creative Cloud for Teams, Creative Cloud for Enterprise, or Document Cloud), then (A) you are a **"Business User"** of such Business; (B) your Adobe profile associated with such Entitlement is a **"Business Profile"**; and (C) all references to "you" in the Terms will mean such Business and its Business Users, as applicable. If you are a Business User, you agree that, due to your receipt of Entitlements from such Business, (1) Adobe may provide such Business with the ability to access, use, remove, retain, and control your Business Profile and all Content therein whether uploaded or imported before or after the date the Terms were last updated; (2) your use of the Services and Software is governed by such Business's agreement with Adobe; and (3) Adobe may provide your personal information to such Business. Access to complimentary Entitlements (**"Complimentary Services"**) may be provided to any users added to a Business's Admin Console (as defined in the Business Customers Additional Terms set forth in Section 1.2), and such users would be considered Business Users. If you are a Business User with Entitlements from multiple Businesses, you may have separate Business Profiles associated with each Business. As a Business User, you may have different agreements with or obligations to a Business, which may affect your Business Profile or your Content (defined in 4.1). Adobe is not responsible for any violation by you of such agreements or obligations. If you did not receive Entitlements from a Business (e.g., you subscribed to a Creative Cloud for individuals plan and received Entitlements through this plan), then (a) you are a **"Personal User"**; (b) your Adobe profile is a personal profile; (c) you maintain sole access and control over all Content in your personal account or personal profile (except as otherwise indicated in the Privacy Policy); and (d) all references to "you" in the Terms will mean you as an individual. If you receive Entitlements through a personal plan and from a Business, then you are both a Personal User and a Business User. You are a Personal User when you utilize the Entitlements you obtained through your personal plan, and you are a Business User when you utilize your Entitlements provided by a Business.

1.4 Business Email Domains

As a Personal User or a Business User, you may create an Adobe account using an email address provided or assigned to you by a Business (such as your work email address). If the Business establishes a direct relationship with us, they may want to add your account to such relationship. If this happens, the Business may, with prior notice from the Business or us, roll your account into the Business's account. This means the Business may (A) access the account; (B) take control over the account and any Content therein whether stored, uploaded, or imported before or after the date the Terms were last updated; and (C) recommend any non-Business Content associated with such

the General Terms and the Product Specific Terms, then the Product Specific Terms govern in relation to those Services or Software. The Product Specific Terms are subject to change as described in section 1.5 (Updates to Terms) below. Product Specific Terms may also be referred to as Additional Terms.

- Acrobat Sign (<https://www.adobe.com/go/adobesignterms>)
- Adobe Collaboration Space (<https://www.adobe.com/go/collaborationspace-terms>)
- Adobe Developer (<https://www.adobe.com/go/developer-terms>)
- Adobe Express (www.adobe.com/go/creativecloudexpressterms)
- Adobe Fonts (<https://www.adobe.com/go/adobe-fonts-terms>)
- Adobe Generative AI (<https://www.adobe.com/go/adobe-gen-ai-addl-terms>)
- Adobe Spark (<https://www.adobe.com/go/spark-terms>)
- Adobe Stock (<https://www.adobe.com/go/stockterms>)
- Adobe Stock Contributor (<https://www.adobe.com/go/contributorterms>)
- Adobe Substance 3D Assets (<https://www.adobe.com/go/substance3dassets>)
- Adobe Substance 3D Community Assets
(<https://www.adobe.com/go/substance3dcommunityassets>)
- Behance (<https://www.adobe.com/go/BehanceTOU>)
- Business Customers (https://www.adobe.com/go/business_terms)
- Demo Assets (<https://www.adobe.com/go/demoassets>)
- Document Cloud (<https://www.adobe.com/go/documentcloudterms>)
- Fuse (<https://www.adobe.com/go/fuseterms>)
- InDesign Server (<https://www.adobe.com/go/indesign-server-terms>)
- K-12 and Higher Education (<https://www.adobe.com/go/primary-secondary-terms>)
- Lightroom (https://www.adobe.com/go/lightroom_terms)
- Medium (<https://www.adobe.com/go/medium-terms>)
- Photoshop Express (https://www.adobe.com/go/photoshop_express_terms)
- Software (<https://www.adobe.com/go/softwareterms>)

1.3 Business Users

Section 1.3 means:

If you're using an individual Adobe plan, you have control over your content and the work you create. If you're using a business plan, your organization has access to and control over your work.

1.1 Choice of Law and Contracting Entity

Section 1.1 means:

The country and law(s) that this agreement falls under depends on where you live.

If you reside in North America (inclusive of the United States, Canada, Mexico, United States territories and possessions, and United States military bases, wherever located), your relationship is with Adobe Inc., a United States company, and the Terms are governed by, and construed and interpreted in accordance with, the laws of the State of California, U.S.A., unless preempted by U.S. federal law, without regard to conflict of law rules. If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited, and the Terms are governed by, and construed and interpreted in accordance with, the laws of Ireland, unless preempted by local law. For customers in Australia, Adobe Systems Software Ireland Limited is acting as an authorized agent of Adobe Systems Pty Ltd. and is entering into this contract in its capacity as agent for Adobe Systems Pty Ltd. You may have additional rights under your local law. We do not seek to limit those rights where it is prohibited to do so by law. For purposes of the Terms, "**Adobe**," "**us**," "**we**," and "**our**" mean either Adobe Inc., Adobe Systems Software Ireland Limited, or Adobe Systems Pty Ltd., as applicable.

1.2 Product Specific Terms

Section 1.2 means:

These are general terms of use that apply to all of Adobe's products. However, there may also be terms that are specific to the products you use. Product-specific terms always override the general terms.

Our Services and Software are licensed, not sold, to you, and also may be subject to one or more of the additional terms below ("**Product Specific Terms**"). If there is any conflict between the terms in

Adobe General Terms of Use

Published June 18, 2024. Effective as of June 18, 2024. These General Terms of Use replace and supersede all prior versions.

Our General Terms of Use is a legal agreement between you and Adobe. We know this language can seem complex, so as you're reading through our terms, we are providing summaries as a helpful overview of what you're agreeing to. Only the terms themselves are legally binding, not these summaries.

In any business relationship, you agree to a set of terms. These terms are our agreement with you for the use of Adobe products.

These General Terms of Use ("**General Terms**"), along with any applicable Product Specific Terms (see section 1.2 (Product Specific Terms) below) (collectively, the "**Terms**") govern your use of and access to our websites, web-based applications and products, customer support, discussion forums or other interactive areas or services, and services such as Creative Cloud (collectively, the "**Services**") and your installation and use of any software that we include as part of the Services, including, without limitation, mobile and desktop applications, Sample Files and Content Files (defined below), scripts, instruction sets, and related documentation (collectively, the "**Software**"). If you have agreed to the Subscription and Cancellation

Terms (<https://www.adobe.com/legal/subscription-terms.html>), then such terms are also considered part of the Terms. If you are using and accessing the Services and Software through Adobe's Value Incentive Plan ("VIP") program, then the Subscription and Cancellation Terms do not apply to you, but the remainder of the Terms will govern your use of and access to the Services and Software. If you have entered into another agreement with us concerning specific Services and Software, then the terms of that agreement control where it conflicts with the Terms.

By using the services or the software, you affirm that you are of legal age to enter into the terms, or, if you are not, that you have obtained parental or guardian consent to enter into the terms.

You must be 13 or older to register for an individual Adobe ID. Schools that participate in the primary and secondary education named user offering may issue a child under 13 an enterprise-level Adobe ID, consistent with the K-12 (Primary and Secondary) and Higher Education Additional Terms for Student Data (<http://www.adobe.com/go/primary-secondary-terms>).