

## Adobe EchoSign Service

### ADDITIONAL TERMS

THESE ADDITIONAL TERMS (THE “ADDITIONAL TERMS”) ARE BETWEEN ADOBE SYSTEMS INCORPORATED (“ADOBE”) AND YOU. YOU AGREE THAT THIS AGREEMENT (AS DEFINED BELOW) IS LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY ON WHOSE BEHALF THE ECHOSIGN SERVICE IS USED.

#### Acceptance of the Additional Terms.

Your use of the EchoSign Service is subject to these Additional Terms, which supplements the Terms of Service (“General Terms”) located at <http://www.Adobe.com/go/terms>. The General Terms are incorporated herein by reference. Adobe reserves the right to update and change, from time to time, these Additional Terms, the General Terms, and all other documents incorporated by reference. If any future changes to this Agreement (as defined below) are unacceptable to you, (a) you should refuse to accept any updated terms proposed to you by Adobe; (b) you must discontinue using the EchoSign Service; and (c) you may terminate this Agreement in accordance with Section 16. You can always find the most recent version of these Additional Terms at Acrobat.com and the most recent version of the General Terms at the URL indicated above. Capitalized terms used in these Additional Terms shall be defined as set forth in the General Terms unless otherwise defined in these Additional Terms. In the event of any inconsistency between these Additional Terms and the General Terms, these Additional Terms shall control with respect to the EchoSign Service.

#### 1. Definitions.

- 1.1. “Account Information” means the login ID and password created by you to access the EchoSign Service.
- 1.2. “Agreement” means these Additional Terms, the General Terms and the Adobe Online Privacy Policy, which is located at Acrobat.com or any successor Web site thereto.
- 1.3. “Audit Log” means certain information recorded by Adobe in its log files regarding the signing workflow of a particular Document, including without limitation the date/time (a) when the Document was created; (b) when the Document was made available or sent for Electronic Signature or wet ink signature; and (c) when each User either signed the Document, declined to sign the Document or delegated the signing of a Document.
- 1.4. “Content” means all data and information regardless of form or content including but not limited to Documents, Audit Log data, Signature Images, and any other information (including personally identifiable information), data, images or other materials disclosed or uploaded by or on behalf of you in connection with the use of the EchoSign Service.
- 1.5. “Digital Signatures” or “Digitally Signed” means an electronic symbol, including without limitation a Signature Image (as defined below), attached to or logically associated with a Document and executed or adopted by a person with the intent to sign the Document which includes some form of identity verification often, but not always, through the use of a public key cryptography and a digital certificate.
- 1.6. “Document” means a document uploaded, associated or made available by operation of the EchoSign Service by or on behalf of you or by a third party for the purpose of obtaining either Electronic Signatures or wet ink signatures on such document.
- 1.7. “EchoSign Service” means the Adobe EchoSign service enabling you to Electronically Sign Documents.
- 1.8. “Electronic Signature” or “Electronically Signed” means an electronic symbol, including without limitation a Signature Image (as defined below), attached to or logically associated with a Document and executed or adopted by a person with the intent to sign or approve a Document. For purposes of this Agreement, an Electronic Signature shall not include a Digital Signature.
- 1.9. “Signature Image(s)” means electronic signature images you upload or create within the EchoSign Service

solely to provide an Electronic Signature to a Document via the EchoSign Service.

1.10. “User” means a person who uses the EchoSign Service.

## 2. The EchoSign Service.

### 2.1. Signatures.

2.1.1. The EchoSign Service enables you and third parties to use an Electronic Signature or wet ink signature to sign Documents via the EchoSign Service. The EchoSign Service complies with the United States Electronic Signatures in Global and National Commerce Act (“ESIGN”).

2.1.2. By using the Electronic Signature feature of the EchoSign Service, you are agreeing to conduct business transactions with electronic documents and Electronic Signatures instead of paper-based documents and wet ink signatures. You are under no obligation to transact business electronically using the EchoSign Service. To withdraw your consent to conduct electronic transactions, simply stop using the EchoSign Service and contact the sending party to discuss other signing options. Each decision to view and/or sign a Document electronically does not affect the legal effect of any transactions already completed using either electronic or paper-based documents or electronic or wet ink signatures.

2.1.3. You hereby agree (i) to read every Document before signing it; (ii) to communicate all issues regarding the content of a Document directly with the sending party; (iii) to promptly notify the sending parties and the EchoSign Service of any change in your e-mail address or other information provided to the EchoSign Service for purposes of identification, in order to prevent interruptions to your communications; and (iv) that the official time for all transactions including Electronic Signing using the EchoSign Service will be the timestamps recorded by the EchoSign Service’s servers.

2.1.4. Unless otherwise configured by the originator of a Document, Adobe automatically emails all Users PDF copies of those Documents signed using the Service at the time of execution. However, in some instances, Users may need to contact the originator of a Document to obtain an executed Document.

2.2. No Verification. While Adobe may provide options for supporting identity verification, Adobe does not have the capability to verify the identity or the authority of a signatory to such Document; you are solely responsible for verifying the identity of each other signatory to a Document. Adobe does not certify the validity, completeness, or enforceability of any Document.

2.3. Storage of Content. Adobe will store an amount of Content that is not abusive and/or unduly burdensome in Adobe’s sole discretion; provided, however Content may be deleted (a) if you fail to pay any Subscription Fees or other fees payable to Adobe for the EchoSign Service; (b) if you instruct Adobe to delete the Content; or (c) on account of strikes, shortages, acts of terrorism, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of Adobe. Notwithstanding the foregoing, Audit Logs will be retained by Adobe indefinitely.

2.4. Audit Log. Adobe may (i) embed the Audit Log into the applicable Document; (ii) store the Audit Log on its servers, or otherwise provide or (iii) make available the Audit Log to each party who has Electronically Signed the applicable Document. Audit Logs will be retained indefinitely by Adobe.

2.5. Signature Images. You may create, view, modify, and delete these Signature Images at any time.

2.6. Your Agreement. Your assent to this Agreement allows you to use the EchoSign Service. This Agreement is enforceable against you and, if applicable, any legal entity on whose behalf the EchoSign Service is used. Adobe may discontinue or add new services, aspects, or features to the EchoSign Service (“Features”) from time to time at its sole discretion. If new or amended terms for such new EchoSign Service or Features are presented to you by Adobe, you are not entitled to use any EchoSign Services or Features unless you agree to such new or amended terms. In addition, changes to the Adobe Online Privacy Policy and the General Terms may also occur from time to time, and changes will be

communicated via the Adobe.com Web site.

- 2.7. Limitations. Adobe retains the right to create reasonable limits on your use of the EchoSign Services, including but not limited to limits on file size, storage space, processing capacity, time frames for retention of Content, and similar limitations described in the Web pages accompanying the EchoSign Service and as otherwise determined by Adobe in its sole discretion. If applicable, such limitations may be associated with your EchoSign Services subscription level. For purposes of clarification, the EchoSign Service is an “Electronic Signature” service and the EchoSign Service does not enable you or third parties to use Digital Signatures to sign Documents.

### **3. Use of the EchoSign Service.**

- 3.1. License. Subject to your compliance with the terms and conditions of this Agreement, Adobe grants to you a non-exclusive, non-transferable, revocable right to access and use the EchoSign Service.
- 3.2. Your Agreement. You agree to comply with the terms and conditions of this Agreement and with all applicable local, state, national and international laws and regulations, including but not limited to e-signature laws, the Children’s Online Privacy Protection Act of 1995 and all export and other laws regarding the transmission of technical data exported from any country through the EchoSign Service (collectively, “Law(s)”).
- 3.3. Authority to Use the EchoSign Service. You represent and warrant that you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder, including having a valid license to use the software applications that generate Content, and the right to maintain Content on the EchoSign Service. Otherwise, you are not permitted to maintain Content on the EchoSign Service. You further represent and warrant that you have all necessary right, power and authority to Electronically Sign or sign with a wet ink signature each applicable Document. In the event that you breach this Section 3.3, Adobe may immediately terminate your account, as set forth in Section 16 below.
- 3.4. Access to EchoSign Service. You acknowledge that your ability to access the EchoSign Service may require the payment of third party fees (including but not limited to telephone toll charges, facsimile charges, ISP, or airtime charges) and that you are responsible for paying such fees. Adobe is not responsible for any equipment or software you may need to be able to access and/or use the EchoSign Service. The EchoSign Service may not be available in all languages.
- 3.5. Account Signup. Each User of the EchoSign Service is required to provide the Account Information and obtain a login ID. Use of one ID by more than one User is not permitted. Adobe may immediately terminate your ability to access and use the EchoSign Service if it becomes aware of the use of an ID by more than one User.
- 3.6. Individual Use. The EchoSign Service may be offered on an individual basis or as part of a Group Offering (as defined below). Except as set forth in Section 3.9, Adobe makes the EchoSign Service available to you only for your individual use (including personal use and business use that directly benefits you individually). You are responsible for all activity occurring under your account and ID, and you must keep your Account Information, including your password, confidential and not share such Account Information and ID with other individuals or third parties. If your account remains inactive for more than three (3) months, Adobe reserves the right to close your account disabling use of the EchoSign Service.
- 3.7. Your Confidential Content. If you maintain confidential , or personal information, trade secrets, Content you are restricted from disclosing or other sensitive content on EchoSign Service, you are solely responsible for implementing safeguards beyond the security measures the EchoSign Service provides.
- 3.8. Downloaded Documents. You are solely responsible for maintaining the security and confidence of any Content that is automatically emailed to you, or which you associate with the EchoSign Service and any Content once it is downloaded or transferred from the EchoSign Service, whether manually or via a Third Party Service. Provided that the Content is available on the EchoSign Service (i.e., it has not been deleted per Section 2.3), you may download multiple copies of such Content. You are responsible for obtaining the software and hardware necessary for use of the EchoSign Service, viewing, downloading, and printing of Documents, Audit Log (if and when such Audit Log is available for viewing, downloading, and/or printing

as determined by Adobe in its sole discretion), and other information available for view, download and print.

- 3.9. Group Offerings. This Section 3.9 applies to you only if you obtained a subscription(s) to the EchoSign Service for a third party individual(s) or from a third party individual (“Group Offering”).
- 3.10. Information of Third Party Individuals. If you obtained a subscription to the EchoSign Service for any third party individual, such as one of your colleagues at your business, you represent and warrant you have all rights and permissions necessary to provide any Information of such third parties to Adobe, and you shall defend, indemnify, and hold harmless Adobe from any claim, suit or proceeding brought against Adobe by such third party in connection with any acts or omissions with regards to such Information of such third parties.
- 3.11. Group Use. The first sentence of Section 3.5 shall be of no effect in connection with use of the EchoSign Service under a Group Offering. If you obtained a subscription to the EchoSign Service for any third party individual, you understand that Content contained in such third party individual’s EchoSign Service account may not be deleted when such individual’s subscription to the EchoSign Service under a Group Offering terminates, and it is your sole responsibility to determine the access rights any Content belonging to you from such individual’s EchoSign Service account.

#### **4. Conduct.**

- 4.1. Use Restrictions. In addition to the restrictions set forth in the General Terms, in connection with your access or use of the EchoSign Service, you agree not to: (a) disclose, mine, harvest, or otherwise collect information, including e-mail addresses, or other private information about any third party without that party’s express consent; (b) sell, lease, or rent access to or use of the EchoSign Service, or otherwise transfer any rights to use the EchoSign Service under this Agreement (including without limitation, on a timeshare or service bureau basis); and (c) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- 4.2. Exposure. You acknowledge and agree that by accessing and/or using the EchoSign Service, you may be exposed to materials from third parties that you may deem to be offensive, indecent, or otherwise objectionable. You may report any violations of these terms to Adobe at [Esign-abuse@EchoSign.com](mailto:Esign-abuse@EchoSign.com).

#### **5. Fair Use Policy.**

- 5.1. Free Accounts. Each User, including a company, is limited to one (1) free Adobe account for use by one (1) person for sending a limited number of Documents for electronic signature (“Free Account”), use of one (1) Free Account by more than one (1) person is not permitted. If you or your company would like more than one (1) Free Adobe account, then you must, and you agree to, upgrade to a paid EchoSign Service;
- 5.2. Paid Accounts. Paid Accounts (as defined below) shall be in violation of Adobe’s ‘Fair Use’ policy if usage in any given month exceeds more than three (3) times the average level of usage of the same category of Adobe’s Paid Account Users over that thirty (30) day period. Usage shall be defined as total transactions on the EchoSign Service, including send, fax, and archive. Each User, including a company, is limited to one (1) Pro EchoSign Service account for use by one person, use of one PRO Adobe account by more than one person is not permitted. If you or your company desire more than one (1) Pro EchoSign Service account, then you must upgrade to a paid team or enterprise EchoSign Service and
- 5.3. Violation. Any violation of these Fair Use Policies, for Free Accounts and Paid Accounts may subject your Account to more limited EchoSign Service functionality, or in the case of concerns about abuse, termination of your Account. Any failure by Adobe to enforce this Policy does not constitute a waiver of Adobe’s right to enforce past or current violations at any time in the future.

#### **6. Electronic Fax Service.**

- 6.1. Fax Number Policy. You agree and understand that (i) Adobe has sole discretion to select the fax number used in your Adobe document exchange (“Fax Number(s)”), and that in that case of Free Accounts (as defined below), you may have no or limited ability to select or change the area code; (ii) that ownership of

such Fax Numbers is vested solely in Adobe, and that following the termination or cancellation of your account for any reason, you will not have the ability to receive any documents through any Fax Number previously associated with your account; (b) Unsolicited Fax Advertisement Policy. Adobe prohibits the distribution of unsolicited fax advertisements through the EchoSign Service. If you violate the prohibition against unsolicited fax advertisements as defined by the Federal Telephone Consumer Protection Act (<http://www.fcc.gov/cgb/consumerfacts/unwantedfaxes.html>), you will be in violation of this Agreement and your Account will be subject to termination. If you have received unsolicited fax advertisements, please attempt to unsubscribe and notify Adobe immediately at support@Adobe.com with any telephone, fax or other contact information contained in the junk fax by sending an email to [support@Adobe.com](mailto:support@Adobe.com). You acknowledge and agree that Adobe has the sole right, but not the obligation to assert any legal claims against any third party as a result of your receipt of any unsolicited faxes, including, but not limited to, claims under the Telephone Consumer Protection Act of 1991. To the extent that you retain any rights to bring such claims, you hereby assign all such rights to Adobe; and (c) Spam Drop-Box Policy. Adobe prohibits the use of its Fax Numbers as drop-boxes for e-mail or fax spam offers. If you have received such email or fax spam offers that use the Fax Number as a drop-box for responses, please attempt to unsubscribe and notify Adobe immediately at support@adobe.com with any telephone, fax or other contact information contained in the e-mail or fax.

## **7. Information of Users.**

Your Responsibilities Regarding Information of Users. As between Adobe and you, you shall have sole responsibility for any and all personally identifiable information (“Information”) of Users used and submitted in connection with the EchoSign Service, and Adobe shall have no responsibility in connection thereto. You shall comply with all data protection, data security and privacy laws and rules applicable to Information of Users (“Privacy Laws”). This obligation is to apply whether such Privacy Laws are regional (North America) or international. You shall obtain and maintain consent from Users (i) to your access, use, or disclosure of Information of Users; and (ii) to Adobe providing the tools for you to perform the actions described herein. You shall obtain any authorizations from Users required to enable Adobe to provide the EchoSign Service. You shall defend, indemnify, and hold harmless Adobe from any claim, suit or proceeding brought against Adobe by a User in connection with any acts or omissions with regards to such Information of Users; (b) Sensitive Information of Users. In addition to your responsibilities set forth herein, you specifically acknowledge and agree: (i) you are solely responsible for compliance with the Children’s Online Privacy Protection Act of 1998, including but not limited to, obtaining parental consent for the collection and use of Information from people under the age of thirteen (13) in connection with use of the EchoSign Service by you and Users; (ii) Adobe (1) is not acting on your behalf as a Business Associate or subcontractor as such terms are used, defined, or described in the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented, (“HIPAA”) when providing and making available the EchoSign Services to you; and (2) solely complies with the privacy and security terms described in this Agreement; (iii) you are solely responsible for compliance with HIPAA in connection with Protected Health Information (as such term is defined in HIPAA, the Health Information Technology for Economic and Clinical Health (“HITECH”) provisions of the American Recovery and Reinvestment Act of 2009, and regulations promulgated thereunder, as each may be amended from time to time) obtained or used in connection with use of the EchoSign Service by you and Users; and (iv) you are solely responsible for compliance with any data protection, data security, and privacy laws and regulations applicable to other sensitive information, including but not limited to Social Security numbers, credit card numbers, drivers license numbers, and bank account information, obtained or used in connection with use of the EchoSign Service by you and Users, including but not limited to laws and regulations requiring encryption of Information (in storage and/or in transit). Accordingly, you are solely responsible for the appropriate configuration of and use of any security features offered within the EchoSign Service (including encryption options, if any) necessary to meet your obligations under such laws and rules (although Adobe does not represent or warrant that the EchoSign Service’s security features will meet the requirements of any such laws or regulations).

## **8. Privacy.**

- 8.1. Terms. Notwithstanding the above term concerning Information of Users, the terms of the Adobe Privacy Policy and the terms of this Section 8 govern Adobe’s collection and use of Content in connection with the EchoSign Service. If there is any conflict between the terms of the Adobe Online Privacy Policy and this Section 8, the terms of this Section shall control.

8.2. Communications from Adobe. Notwithstanding any communication preferences indicated by you, Adobe may send to you service-related e-mails regarding service maintenance events or modifications to the functionality or delivery of the EchoSign Service. In particular, if the EchoSign Service experiences a service interruption, Adobe may email you to let you know, even if you have otherwise told Adobe you have elected not to receive general email communications from Adobe. You agree that all electronic communications or notices sent to the email address you provide to Adobe, placed in your account, or posted on the Adobe website will be considered “in writing” and received within five (5) business days of its dissemination. Adobe disclaims all responsibility for all failures in communication caused by failures of third parties to properly process or deliver Adobe’s electronic communications.

## **9. Adobe Access to Content.**

You acknowledge that the EchoSign Service is automated (e.g., Content is uploaded using software tools) and that Adobe personnel have only limited access to a subset of the Content. To the extent Adobe has such access, Adobe shall not access, view, or listen to any Content, except as reasonably necessary to perform the EchoSign Service, including but not limited to the following: (a) respond to support requests; (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 a legal processor, including in the event a governmental agency with the power to enforce (i.e. Department of Justice, a state Attorney General, the Federal Trade Commission) presents Adobe a demand for information regardless of the characterization of the information (d) enforce this Agreement, including investigation of potential breaches, and violations hereof. For the purposes of clarity, Section 8 (Use of Your Content) of the Adobe Terms of Use does not apply to the EchoSign Service, and this Section 9 supersedes the terms of that Section for the purposes of your use of the EchoSign Service.

## **10. Legal Document Service: Legal Information Disclaimer.**

The EchoSign Service offers documents and other information that may be relevant to the legal needs of Adobe Users. However, the legal information available on or through the EchoSign Service does not constitute legal advice as it does not draw legal conclusions or apply the law to the specific circumstances of each User. If you require legal advice, please consult a licensed attorney in your area. Your use of the EchoSign Service cannot replace the advice of an attorney or create an attorney-client relationship between you and Adobe. Although Adobe makes reasonable efforts to ensure the accuracy of the legal information it provides, the law is constantly changing, and Adobe cannot guarantee the correctness or completeness of the legal information.

## **11. No Involvement in Disputes.**

Except as otherwise required by a court of law having proper jurisdiction over such matters, Adobe has no obligation and no duty to become involved in any dispute between you and any third party in connection with any Document and/or use of this EchoSign Service. In the event Adobe becomes involved in a dispute (e.g., as a party or witness) as a result of your use of the EchoSign Service, you agree to defend, indemnify, and hold harmless Adobe from any claim, suit or proceeding brought against Adobe by a third party in connection with any acts or omissions with regards to your use of the EchoSign Service. All other disputes will be handled in accordance with Section 20 (Resolution of Disputes) of the General Terms.

## **12. Availability.**

12.1. Availability of the EchoSign Service. Adobe will use reasonable efforts to make the EchoSign Service available on an “always-on” basis. However, there will be occasions when the EchoSign Service will be interrupted for maintenance, upgrades and repairs, or as a result of failure of telecommunications links and equipment that are beyond Adobe’s control. Adobe will take reasonable steps to minimize such disruption, to the extent it is within Adobe’s reasonable control. To review Adobe’s real-time availability data for all Adobe Service see <http://trust.Adobe.com> (or successor website).

12.2. Availability of the Support Forums. Adobe may make available from time to time forums on which you may seek help regarding your use of the EchoSign Service. Such forums may not be available in all languages.

## **13. API Terms.**

- 13.1. Availability. Some of the EchoSign Service offerings may provide access to certain Adobe APIs (as defined below), which allow you to access your Adobe account and your data via Adobe's application program interface that allows integration with your systems and the EchoSign Service to send, track and receive Content and Documents ("Adobe API(s)"). Any use of the Adobe APIs, including use of the Adobe API through a Third-Party Service (as defined below) and/or third party product that accesses the EchoSign Service, is bound by this Agreement plus the following specific terms:
- 13.2. Limited License. Subject to the terms and conditions of this Agreement, Adobe grants you a limited, revocable, non-exclusive, non-transferable license to (i) use the documentation made available to you by Adobe ("Documentation"); and (ii) call to and use the Adobe APIs in accordance with the Documentation and the terms of this Agreement. Adobe reserves all rights and interests not expressly granted hereunder.
- 13.3. Abuse. Abuse or excessively frequent requests to Adobe via the Adobe API may result in the temporary or permanent suspension of your Account's access to the Adobe API. Adobe, in its sole discretion, will determine abuse or excessive usage of the Adobe API. Adobe will make a reasonable attempt via email to warn the account owner prior to suspension.
- 13.4. Termination. Adobe reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the Adobe API (or any part thereof) with or without notice.

#### **14. Third-Party Services.**

- 14.1. Support. Adobe supports optional functionality integrating third-party services ("Third Party Service(s)"). In addition, certain aspects of Adobe's optional document collaboration and editing functionality uses third-party functionality. These Third Party Services may contain features and functionalities linking you or providing you with certain functionality and access to third-party content, including Web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole ("Third Party Content"). Adobe may also provide some content to you as part of the EchoSign Services.
- 14.2. Relationship. Adobe is not an agent of any such third-party service, nor is Adobe a direct party in any such transaction. Any such activities, and any terms associated with such activities, are solely between you and the applicable third-party. Similarly, Adobe does not control, endorse or accept responsibility for Third Party Services and Third Party Content and you irrevocably waive any claim against Adobe with respect to such sites and Third-Party Content. Adobe shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.
- 14.3. Responsibility. You are solely responsible for your dealings with any third party related to the Third Party Services, including the delivery of and payment for goods and services. Should you have any problems resulting from your use of any Third Party Services, or should you suffer data loss or other losses as a result of problems with any of your other service providers or any Third Party Services or Third Party Content, you expressly agree that Adobe will not be liable. The Third Party Services might not be available in all languages or to residents of all countries and Adobe may, at any time and for any reason, modify or discontinue the availability of any Third Party Service.
- 14.4. YOUR USE OF ANY OF THE THIRD PARTY SERVICES IS AT YOUR OWN RISK UNDER THE WARRANTY AND LIABILITY LIMITATIONS IN THIS AGREEMENT.

#### **15. Fees and Payment.**

- 15.1. Subscription Fees. Use of the EchoSign Service is subject to your payment of fees (the "Subscription Fees"), which may vary according to the subscription option to which you have subscribed and/or the period of time for which you have elected to pay for the EchoSign Service (the "Subscription Term"). Your payment card company or bank may impose on you other fees in connection with your payment of the Subscription Fees, and Adobe has no connection to or responsibility for such fees. All Subscription Fees are non-refundable.

- 15.2. Automatic Renewals. Your subscription to the EchoSign Service will automatically renew at the end of each Subscription Term. On the subscription renewal date, Adobe will automatically charge your selected payment method for the next Subscription Term (“Billing Date”). You may terminate the auto-renewal of your subscription at any time before your next Billing Date. You may cancel your subscription or terminate the auto-renewal of your subscription at any time by clicking on “Get Help” or “Get Live Help” links on the Adobe service. You will have access to the EchoSign Service until the end of your then-current Subscription Term.
- 15.3. Payment Cards. As a condition to your right to use the EchoSign Service, you must provide Adobe with a valid payment method. Adobe accepts payment cards as a payment method, provided that you provide a card number belonging to you from a card issuer that Adobe accepts with available funds sufficient to pay the applicable Subscription Fees. Such card must be associated with a valid address located in a jurisdiction into which the Adobe sells the EchoSign Service. Adobe may seek validation of your payment card account prior to your first purchase. In the event that you cancel this payment card or it is otherwise terminated, you must provide Adobe with a new valid payment card before the next Billing Date in order to avoid interruption in your access to the EchoSign Service. Adobe may elect not to renew your subscription until a current valid payment card with sufficient funds is provided.
- 15.4. Changes in Price and/or Terms. Adobe may at any time, upon notice required by applicable law, (a) change the price of subscriptions for the EchoSign Service; (b) institute new charges or fees; or (c) change these Additional Terms. Price and Subscription Terms changes, and institution of new charges implemented during your subscription term, will apply to subsequent Subscription Terms and to all new subscribers after the effective date of the change. If you do not agree to any such changes, then you must terminate your subscription to the EchoSign Service and stop using the EchoSign Service. Your continued use of the EchoSign Service after the effective date of any such change shall constitute your acceptance of such change.
- 15.5. Collection of EchoSign Service Fees. You agree that in the event Adobe is unable to collect the Subscription Fees owed by you to Adobe for the EchoSign Service, Adobe may take the steps it deems necessary to collect such Subscription Fees from you and that you will be responsible for all costs and expenses incurred by Adobe in connection with such collection activity. Pre-paid amounts may, if so quoted to you, expire if not entirely spent within a specified time period. In particular, please note that if your account is not in good standing, your account may be placed into either a trial or Free Account status, which limits your use of the EchoSign Service until your full payment of Subscription Fees is received.

## **16. Term and Termination.**

- 16.1. Term and Termination. This Agreement will continue to apply until terminated by either you or Adobe as set forth in Section 16.2 and as further set forth below. If you want to terminate the EchoSign Service with Adobe, you may learn how to do so by clicking on “Get Help” or “Get Live Help” links on the EchoSign Service.
- 16.2. Effect of Expiration or Termination. Upon expiration or termination of your account or in the event that Adobe discontinues the EchoSign Service for any reason, Adobe shall provide you with written notice of such termination or discontinuance of the EchoSign Service at the email address you provided to Adobe in your Account Information. Expiration or termination of your account may include: (i) removal of access to all offerings within the EchoSign Service; (ii) deletion of Content per Section 2.3 of the Agreement and (iii) barring of your further use of the EchoSign Service. Content will be maintained on Adobe’s servers in accordance with Section 2.3. You agree that all terminations for cause shall be made in Adobe’s sole discretion and that Adobe shall not be liable to you or any third party for any termination of your account (and accompanying deletion of your Account Information) or access to the EchoSign Services, including Content.
- 16.3. Survival. The following sections of these Additional Terms shall survive any expiration or termination of this Agreement: Sections 1, 2.2, 2.3, 2.4, 4, 7, 8, 9, 10, 11, 15, 16.2, 17-19

## **17. DISCLAIMER OF WARRANTIES. IN ADDITION TO THE WARRANTIES DISCLAIMED IN THE GENERAL TERMS:**



17.1. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ADOBE, OR THROUGH OR FROM THE ADOBE WEB SITE OR SERVICE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

17.2. Electronic signature laws around the world vary widely depending upon the applicable jurisdictional law, the choice of law in the contract, and the subject matter of your Document. You should ensure that your Document is of a type that will be enforceable when signed electronically.

**18. Indemnity.** You agree to indemnify and hold Adobe and its subsidiaries, affiliates, officers, agents, employees, co-branders or other partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content, your access to or use of the EchoSign Service and/or the APIs and Third Party Services and your connections therewith, any claim that Content caused damage to a third party, any dealings between you and any third parties via the EchoSign Service, your violation of this Agreement, or your violation of any laws (including the U.S. Electronic Signature Laws) or rights of another, including any intellectual property rights.

**19. General.**

In the event these Additional Terms, the General Terms and the Adobe Online Privacy Policy conflict, the documents shall have the following order of precedence: (i) Additional Terms, (ii) the Adobe Online Privacy Policy, and (iii) General Terms. The EchoSign Service is controlled, operated and administered by Adobe Systems Incorporated, a United States company, from its offices in the U.S., and by using the EchoSign Service, you agree to be bound by the laws of the United States and Section 20 of the General Terms regarding the resolution of disputes.

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