

**Last updated on May 2, 2013. Changes are not marked in red. Please read entire document.**

**Please also note that these revised terms will apply to all Content as of the Effective Date.**

## **ADOBE ONLINE SERVICES MADE AVAILABLE ON ACROBAT.COM ADDITIONAL TERMS OF USE**

### **1. Definitions.**

Capitalized terms used in these Additional Terms shall be defined as set forth in the General Terms or in these Additional Terms.

"Content" means all proprietary fonts owned by a party other than Adobe, Your Materials, Materials of Participants, Shared Materials, Your Shared Materials, and any other information or materials uploaded by or on behalf of you or Participants in connection with the use of the Service.

"FormsCentral Solution" means a website or other offering you develop for a customer that (i) utilizes the FormsCentral (ii) adds material functionality to FormsCentral and (iii) is not competitive with the Services.

"Information" means personally identifiable information.

"Participant" means a third party who interacts with the Services as a result of such party's relationship with or connection to you.

"Service(s)" means, individually and collectively, an Adobe hosted application(s) made available by or on Acrobat.com.

### **2. Use of the Services.**

2.1 Your Agreement. Your assent to these Terms allows you to use one or more of the Services. These Terms are enforceable against you and, if applicable, to a particular Service, any legal entity on whose behalf the Service is used. Adobe may discontinue or add new Services, aspects, or features to certain Services ("Features") from time to time at its sole discretion.

2.2 Authority to Use Services. You represent and warrant that you have all necessary right, power and authority to enter into these Terms 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 and your Information or the Information of Participants on the Services. Otherwise, you are not permitted to maintain Content or such Information on the Services.

2.3 Individual Use. Notwithstanding anything set forth in these Terms to the contrary (except as set forth in Section 5.3.2 (Group Use)), Adobe makes the Services available to you only for your individual use (including personal use and business use that directly benefits you individually).

2.4 Your Confidential Information. If you maintain confidential information, trade secrets, or other sensitive information (such as Information) on the Services, you are solely responsible for implementing safeguards for such information that are additional to the security measures the Services provide.

2.5 Use on Behalf of Others. You may create and maintain a FormsCentral Solution that you may offer to your customers provided that you agree that (i) you are solely responsible for maintaining the confidentiality of any non-public authentication credentials associated with your or your customer's use of the Services or any FormsCentral Solution (ii) you are solely responsible for maintaining a sufficient number of licenses to the Services to support your FormsCentral Solution and (iii) you shall promptly notify our customer support team about any possible misuse of your or your customer's accounts or authentication credentials, or any security incident related to the Services. For the purposes of clarity, if one of your FormsCentral Solutions includes the right for your customer to allow multiple users to access that FormsCentral Solution, you must obtain licenses sufficient to cover those users.

### **3. Term and Termination.**

3.1 These Terms will continue to apply until terminated by either you or Adobe as set forth in the General Terms. In addition to the reasons Adobe may terminate these Terms with you as set forth in the General Terms, Adobe may terminate these Terms if your Services account is used by any third parties.

3.2 In addition to the sections set forth in Section 19.5 of the General Terms, the following sections of these Additional Terms shall survive any expiration or termination of these Terms: 1, 3.2, 4, and 7.

### **4. Information of Participants.**

4.1 Your Responsibilities Regarding Information of Participants. As between Adobe and you, you shall have sole responsibility for any and all Information of Participants used and submitted in connection with the Services, and Adobe shall have no responsibility in connection thereto. You shall comply with all data protection and privacy laws and rules applicable to Information of Participants. You shall obtain and maintain

consent from Participants (a) to your access, use, or disclosure of Information of Participants; and (b) to Adobe providing the tools for you to perform the actions described herein. You shall obtain any authorizations from Participants required to enable Adobe to provide the Services. You shall defend, indemnify, and hold harmless Adobe from any claim, suit or proceeding brought against Adobe by a Participant in connection with any acts or omissions with regards to such Information of Participants.

4.2 Sensitive Information of Participants. In addition to your responsibilities set forth in Section 4.1 (Your Responsibilities Regarding Information of Participants), you specifically acknowledge and agree:

(a) you are solely responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), 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 Service by you and Participants;

(b) Adobe (i) 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 Services to you; and (ii) solely complies with the privacy and security terms described in these Terms;

(c) 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 Service by you and Participants; and

(d) you are solely responsible for compliance with any data protection and privacy laws and rules 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 Service by you and Participants.

4.3 Emails to Participants. Emails related to the Services are generally sent to Participants by you and not by Adobe. As a result, even though certain Participants may have opted-out from receiving communications from Adobe, such Participants may receive certain Service-related emails sent by you. In addition, if applicable, Adobe may send emails to Participants in your name as your agent, at your request, and on your behalf. You are solely responsible for such emails and the contents thereof.

## **5. Service Specific Terms.**

The terms in this Section apply only to the specific Services, offerings, or Adobe software, as applicable, set forth below. Notwithstanding anything to the contrary herein, in the event of a conflict between the terms of this Section and any other terms and conditions of these Terms, the terms of this Section shall govern, but only to the extent of such conflict.

5.1 Acrobat.com Web Services. This Section 5.1 (Acrobat.com Web Services) applies to you only if you are a developer who accesses the pre-release versions of the Acrobat.com APIs made available to you from time to time by Adobe in connection with Acrobat.com ("Web Services").

5.1.1 License to Web Services. Subject to the terms and conditions of these Terms, Adobe grants you a limited, revocable, non-exclusive, non-transferable license to (a) view the documentation made available to you by Adobe at the Web Services page, currently found at [http://www.adobe.com/go/acrobat\\_com\\_dev\\_en](http://www.adobe.com/go/acrobat_com_dev_en) ("Web Services Documentation"); and (b) call to and use the Web Services in accordance with the Web Services Documentation and the terms of these Terms. Adobe may terminate the license(s) granted in this Section 5.1.1 (License to Web Services) at anytime at Adobe's sole discretion. Adobe reserves all rights not expressly granted hereunder.

5.1.2 Your Representations and Warranties Regarding Use of the Web Services and the Web Services Documentation. In addition to your other representations and warranties set forth in these Terms, you represent and warrant the following:

(a) You shall prominently display the following notice on your website application that calls to the Web Services ("Your Application"): "Powered by Acrobat.com" ("Notice"). You shall ensure that any third party who accesses and uses Your Application ("Visitors") can conveniently access the URL <https://acrobat.com> from Your Application. The name "Adobe" ("Trademark") is a registered trademark of Adobe, and you acknowledge that your use of the Trademark will not create in you, nor will you represent you have, any right, title or interest in or to the Trademark. You shall display the Notice in accordance with Adobe's trademark guidelines, which are currently found at [http://www.adobe.com/misc/pdfs/TM\\_GuideforThirdPFina\\_print.pdf](http://www.adobe.com/misc/pdfs/TM_GuideforThirdPFina_print.pdf). If Adobe reasonably believes that you have not complied with Adobe's trademark guidelines, Adobe reserves the right to require you to immediately modify your usage of the Notice in order to comply with this Section 5.1.2(a), or to terminate such usage;

(b) You shall display a privacy policy or otherwise display, in the footer of each Web page of Your Application, information about how you collect, use, store, and disclose data and Information collected from Visitors, including notice, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from Visitors and may place or recognize cookies on Visitors' browsers;

(c) You shall not attempt to conceal or misrepresent your identity or Your Application's identity when requesting authorization from Adobe to use the Web Services or the Web Services Documentation;

(d) You shall require Visitors to create an Acrobat.com account prior to using Your Application;

(e) You shall not store Visitor Materials on your Acrobat.com account on behalf of any Visitor; and

(f) You shall not sell, lease, or sublicense the Web Services or the Web Services Documentation or obtain access thereto to derive revenue from the use or provision of the Web Services or the Web Services Documentation, whether for direct commercial benefit, monetary gain or otherwise, unless you obtain Adobe's express prior written consent in the manner set forth in Section 5.1.3 (Commercial Developer Applications).

5.1.3 Commercial Developer Applications. If you intend to use the Web Services Documentation and/or the Web Services in a manner that may violate Section 5.1.2(f) of these Terms, you may be subject to immediate termination of the license(s) granted to you by Adobe hereunder. You may, however, request from Adobe permission for exemption from Section 5.1.2(f) by contacting Adobe at [developer@acrobat.com](mailto:developer@acrobat.com). Please provide a detailed description of Your Application and your intended use of the Web Services and Web Services Documentation. Adobe will review such requests and may provide an exemption in writing from Section 5.1.2(f) on a case by case basis at Adobe's sole discretion. If Adobe grants you such exemption from Section 5.1.2(f), such exemption may be subject to your compliance with additional requirements set forth by Adobe.

5.2 Software. In addition to the terms regarding Software in the General Terms, any Software (as defined in the General Terms) that Adobe makes available from time to time in connection with the Services, may be used solely in connection with the Services. You must not use the Software on a timeshare or service bureau basis or host, on a subscription basis or otherwise, the Software.

5.3 Group Offerings. This Section 5.3 (Group Offerings) applies to you only if you obtained a subscription(s) to the Services (whether under a Promotional Program (as defined below) or otherwise) for a third party individual(s) or from a third party individual ("Group Offering").

5.3.1 Information of Third Party Individuals. If you obtained a subscription to the Service for any third party individual, 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.

5.3.2 Group Use. The first sentence of Section 2.3 (Individual Use) shall be of no effect in connection with use of the Services under a Group Offering. If you obtained a subscription to the Service for any third party individual, you understand that Content and workspaces contained in such third party individual's Services account may not be deleted when such individual's subscription to the Services under a Group Offering

terminates, and it is your sole responsibility to ensure that such individual deletes any Content and workspaces belonging to you from such individual's Services account.

5.4 Promotional Use of Service. This Section 5.4 (Promotional Use of Service) applies to you solely if Adobe granted to you special access privileges to the Services under a special program (each, a "Promotional Program").

5.4.1 Promotional Program. In addition to the other terms of these Terms, as a user of the Service under a Promotional Program, your right to access and use the Service under a Promotional Program is limited as provided in the email communication to you from Adobe acknowledging your right to use the Service under a Promotional Program, or as otherwise provided by Adobe to you upon your enrollment in a Promotional Program (each, a "Promotional Program Communication"). Promotional Programs may be offered by Adobe at a later time with different features or capabilities, for a fee, or not at all, as determined by Adobe in its sole discretion.

5.4.2 Termination of a Promotional Program. Your right to use the Service under a Promotional Program shall terminate immediately upon expiration of the limited time period granted in a Promotional Program Communication. In addition, Adobe reserves the right, for any reason in its sole discretion without prior notice, to discontinue or suspend any Promotional Program or your use of the Service under a Promotional Program. Your rights and the rights of Participants to access Content submitted to your account and processed by the Service under a Promotional Program may change or terminate, as applicable, immediately upon termination of your right to use the Service under a Promotional Program.

5.5 Adobe SendNow. When you send a file using SendNow, the file will be automatically uploaded to Adobe's server, and Adobe will notify your recipients (i.e., Participants) when the file is ready for access and/or download. Your recipients can access and/or download your file by clicking on a link within the email Adobe sends to your recipients. Adobe may collect information regarding the receipt and use by a recipient of a SendNow file, and Adobe may share such information with you. It is your sole responsibility to notify recipients of such collection and sharing of such information.

5.6 Subscription Services. This section 5.6 (Subscription Services) applies to you solely if you are a purchaser of a subscription to use additional functionality of a Service(s) according to the subscription option to which you subscribe ("Subscription Services").

5.6.1 Termination by Adobe. In addition to the rights Adobe retains in Section 3 of these Additional Terms to modify or terminate the Subscription Services, your Services account, these Terms, or these Subscription Terms, Adobe may also at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Subscription Services and these Subscription Terms upon your failure to pay any Subscription Fees owed by you. Any termination or suspension described in

this Section 5.6.1 (Termination by Adobe) shall be made by Adobe in its sole discretion, without any refund to you of any prepaid Subscription Fees or amounts, and Adobe will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Subscription Services.

5.6.2 Account Reinstatement. Except in the event of certain material breaches by you of these Terms, as determined by Adobe in its sole discretion, you may re-subscribe to the Subscription Services at any time following the termination of your Subscription Services account.

5.7 Adobe FormsCentral. As part of the Service, Adobe may send information (including Information) that you and/or Participants provide to Adobe to third party payment providers such as PayPal Inc., (i.e., Linked Sites), in order to facilitate the payment of products and/or services; including but not limited to information (including Information) to set up your and/or Participant's accounts with a Linked Site and/or prepopulate information reasonably required to purchase products and/or services via the Linked Site.

5.8 Adobe Acrobat.com Service. When you make available Your Materials to the Service, Adobe scans Your Materials to help provide the Service (for instance, to enable full text searches of Your Materials). As part of the Service, Adobe also collects information about how you interact with User Materials and aggregates it with similar behavioral data from other Users ("Aggregate Behavioral Data"). Such Aggregate Behavioral Data is not tied to any personally identifiable information, and cannot be linked back to you or Your Materials. Adobe uses such Aggregate Behavioral Data to provide and improve the Services and other Adobe products and services.

**By making available Your Materials to the Services, you agree and consent to Adobe's scanning of Your Materials and collection, processing and use of Aggregate Behavioral Data, each to provide and improve the Service and other Adobe products and services.**

## **6. Education and School Use.**

If you are a teacher, school, or educational institution, you agree that (a) you, and not Adobe, are solely responsible for compliance with COPPA including, but not limited to, obtaining verifiable parental consent concerning collection of students' personal information (Information) as part of provisioning or use of the Services; (b) any collection of student personal information (Information) by you with the Services is done for solely for the use and benefit of the school; and (c) that you will provide parents with information about Adobe's collection, use and disclosure practices, which you will find in these Additional Terms and in the Adobe Online Privacy Policy <http://www.adobe.com/go/privacy> (or any successor website thereto) in your school's Acceptable Use Policy.

## **7. DISCLAIMER OF WARRANTIES.**

IN ADDITION TO THE WARRANTIES DISCLAIMED IN THE GENERAL TERMS, ADOBE MAKES NO REPRESENTATION, COMMITMENT, OR WARRANTY (a) THAT ANY SERVICES OR SOFTWARE SIMILAR TO THE SERVICES OR SOFTWARE WILL BE OFFERED FOR COMMERCIAL USE; AND (b) ABOUT ANY INFORMATION (INCLUDING BUT NOT LIMITED TO INFORMATION OF PARTICIPANTS) OBTAINED OR USED IN CONNECTION WITH USE OF THE SERVICE BY YOU AND PARTICIPANTS.

Effective March 1, 2013.

Acrobat com\_Additional\_TOU-en\_US-20130211\_1200

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