



## PSLT - Adobe Electronic Signature Service (2016v1)

1. **Content Files.** Customer may use, display, modify, reproduce, and distribute any of the Adobe-provided sample files such as fonts, stock images, sounds or templates (“Content Files”), except Customer must not distribute Content Files on a stand-alone basis. Customer may not claim any trademark rights in, or derivative works of, the Content Files.
2. **Modification.** Adobe may modify or discontinue the On-demand Services or any portions or service features at any time without liability to Customer or anyone else. However, Adobe will make reasonable effort to notify Customer before Adobe makes the change. If Adobe discontinues an On-demand Service in its entirety, then Adobe will provide Customer with a pro rata refund for any unused fees for that On-demand Service that Customer may have prepaid.
3. **Third-Party Software Notices.** The creators or third party licensors of certain public standards and publicly available code (“Third Party Materials”), require that certain notices be passed through to the end users of the On-demand Service. These third party notices are located at [www.adobe.com/products/eula/third\\_party/index.html](http://www.adobe.com/products/eula/third_party/index.html) (or a successor website thereto). The inclusion of these third party notices does not limit Adobe’s obligations to the Customer for Third Party Materials integrated into the On-demand Service.
4. **Storage, Retention and Transition of Customer Content and Customer Data.** Adobe will store Customer Content and Customer Data so long as the size of that storage is not unreasonable in Adobe’s discretion. Adobe may create reasonable limits on the use and storage of Customer Content and Customer Data, such as limits on file size, storage space, processing capacity, and other technical limits. However, Adobe will make reasonable commercial efforts to notify Customer and provide Customer with an opportunity to transition Customer Content and Customer Data out of the On-demand Service prior to deleting Customer Content or Customer Data pursuant to this clause. Customer Content and Customer Data may be deleted any time, if required by law and also at the end of any termination or expiration of this Agreement.
5. **Privacy, Information Security, and Compliance.**
  - 5.1 **Customer’s Responsibilities Regarding Information of Participants.** Customer is responsible for complying with (including giving any notifications, obtaining any consents and making any disclosures required under) applicable privacy, security, electronic signature and data protection laws, guidelines, regulations or industry standards or codes applicable to Personal Data of Participants. Customer is responsible for obtaining and maintaining consent from Participants to Customer’s access, use, or disclosure of Personal Data of Participants. Customer is responsible for obtaining authorizations from Participants, if any, required to enable Adobe to provide the On-demand Service. The use of the electronic signature service is conditioned on Participant acceptance of the terms of use presented when using the electronic signature service.
  - 5.2 **Customer Security.** Customer is responsible for configuring and using the security features of the electronic signature service to meet Customer’s obligations to Participants under applicable privacy, security, and data protection laws. Adobe is not responsible for the security of Electronic Documents that are emailed to Participants from the electronic signature service, downloaded from the electronic signature service, or which are transferred to a non-Adobe system via a third party integration feature of the electronic signature service. Adobe is not liable for damages arising out of unauthorized access to Customer’s account or to Customer Content and Customer Data if Customer fails to follow secure password composition, management, and protection practices for Customer’s account.
  - 5.3 **Information.** Information received by Adobe in connection with the electronic signature service is governed by the Adobe Privacy Policy ([adobe.com/privacy/policy.html](http://adobe.com/privacy/policy.html)), including the “Applications” section.
  - 5.4 **Payment Card Industry Data Security Standard (PCI DSS).** The Payment Card Industry Data Security Standard (PCI DSS) prohibits the transmission of any Account Data (including Cardholder

Data, Card Verification Code or Value) using the fax signature capability. PCI DSS also prohibits using the electronic signature service to store Sensitive Authentication Data, including Card Verification Code or Value after authorization, even if encrypted. Capitalized terms in this Section are defined in the PCI DSS.

- 5.5 **Health Insurance Portability and Accountability Act (“HIPAA”).** Customer is solely responsible for compliance with HIPAA and Health Information Technology for Economic and Clinical Health (“HITECH”). Adobe is not acting on Customer’s behalf as a Business Associate, as that term is defined in HIPAA, when providing the On-demand Service, unless separately agreed to in writing.
- 5.6 **Sensitive Personal Information.** The Sensitive Personal Data section of the General Terms does not apply to Customer’s use of the electronic signature service.
6. **Legal Counsel. Customer will solely rely on its own legal counsel and determinations as to the use and viability of Electronic Signatures in a particular country or for a particular use. It is Customer’s responsibility to ensure that its use of the On-demand Service conforms and complies with applicable laws, regulations, or policies relevant to a particular country or for a particular use.**
7. **Digital Certificates.** Digital certificates may be issued by third party certificate authorities, including Adobe Certified Document Services vendors, Adobe Approved Trust List vendors (collectively “Certificate Authorities”), or may be self-signed. Customer and the Certified Authority are responsible for the purchase, use, and reliance upon digital certificates. Customer is solely responsible for deciding whether or not to rely on a certificate. Unless a separate written warranty is provided to Customer by a Certificate Authority, Customer’s use of digital certificates is at Customer’s sole risk.
8. **User Transactions.** For Customers billed on a per User or FTE basis, during each twelve month period, each licensed User or FTE is permitted to send an aggregate number of Transactions equal to two times the average number of annual Transactions sent through the electronic signature service. Transactions do not carry over from the previous twelve month period to the next.
9. **Additional Definitions.**
  - 9.1 **“Electronic Document”** means any document uploaded into the electronic signature service.
  - 9.2 **“Electronic Signature”** means the capability of the electronic signature service to include an electronic sound, symbol, or process attached to or logically associated with an Electronic Document and executed or adopted by a person with the intent to sign the Electronic Document.
  - 9.3 **"Participant"** means an individual or entity that electronically reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via Customer’s electronic signature service account.
  - 9.4 **“Transaction”** means when an Electronic Document or a collection of related Electronic Documents are sent to a recipient through the electronic signature service. Each 100 pages or 10 MB is a Transaction.