



Adobe

QUOTE

Adobe Systems Incorporated

345 Park Avenue
San Jose, CA 95110-2704
800-443-8158

QUOTE # 010

DATE: 10/21/2014

EXPIRATION DATE: 10/31/2014

TO

Dennis,
dennis.murphy@boone.ky

SALESPERSON	EMAIL	CONTACT NUMBER	DUE DATE
Arpita Das	arpdas@adobe.com	1-866-646-1776x36918	30 days from purchase date

QTY	PRODUCT DESCRIPTION	UNIT PRICE	LINE TOTAL
100	Creative Cloud All Apps (Device licenses)	\$24.96	\$2496.00
TOTAL			\$2496.00

This quotation is an estimate and is an invitation for you to offer to purchase products and services from Adobe Inc. The total price of this estimate does not include tax. If applicable, sales tax will be applied at the time of purchase.

THANK YOU FOR YOUR BUSINESS!

Adobe Privacy Policy

Last updated: December 1, 2019

The Adobe Privacy Policy describes the privacy practices of Adobe's apps and websites. If you are a resident of North America, your relationship is with Adobe Inc. (Adobe U.S.) and the laws of California and the United States apply.

If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited (Adobe Ireland), which is the controller with regard to your personal information collected by Adobe, and the laws of Ireland apply.

Please note that in order to use our apps and websites, you authorize Adobe to transfer your personal information across national borders and to other countries where Adobe and its partners operate, including the United States. The privacy protections and rights of authorities to access your information in these countries may not be equivalent to those in your country. We will only transfer your personal information to these countries where permitted to do so by law and we will take steps intended to ensure that your personal information continues to receive appropriate protections. For more information, please see the section "[Does Adobe transfer my personal information across national borders?](#)"

If the content or information that you store on Adobe apps or websites contains personal information of other individuals, you must be legally permitted to share the personal information with Adobe.

Summary of Key Points

- **Where your consent is required, we will obtain your permission before (i) sending you news and promotional material about Adobe; (ii) accessing information stored on your device relating to your use of, and engagement with, websites and apps (e.g. Adobe Connect meetings) and crash reports; and (iii) using automated systems to analyze your content. You can withdraw your consent to such activities at any time. [Learn more.](#)**
- **This policy explains when we process personal information for our legitimate interests. You can ask us to stop processing this information. [Learn more about your rights and how you can exercise them.](#)**

- We use your personal information to enable you to register with Adobe and to provide you with our websites and apps, and other products or services that you request. [Learn more.](#)
 - We provide interactive features that engage with social media sites, such as Facebook. If you use these features, these sites will send us personal information about you. [Learn more.](#)
 - We use cookies and other technologies to track the use of our websites and apps. To learn about opportunities to choose not to allow cookies, click [here](#). If you are using our website in a browser, this information is also available in our [Cookies Policy](#).
 - There are several places within Adobe's websites and apps that allow you to post comments, upload pictures, or submit content which will be publicly available where you choose to participate in these activities. We also disclose personal information to other companies in the Adobe family and with advertising and sales partners consistent with your choices. We also share information with third parties we engage to process information on our behalf or when such sharing is required by law, or in certain other situations. [Learn more.](#)
 - We transfer your personal information to the US and other countries, which may be outside the country in which you live. We use European Commission approved contract clauses and Privacy Shield to help protect your personal information. [Learn more.](#)
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How long does Adobe retain my information?

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Who can I contact with questions or concerns?

What does this privacy policy cover?

This privacy policy describes how Adobe (also referred to as "we," "us" or "our") will make use of your information in the context of:

- Adobe websites; web-based services such as Behance; and web-based aspects of the Creative Cloud, Document Cloud and Experience Cloud (together referred to as "websites");
- Desktop apps and mobile apps (both referred to as "apps") that include a reference to this policy; and
- Adobe's marketing, sales, and advertising practices.

Please note that websites and apps provided by some companies acquired by Adobe may operate under their own privacy policies until their privacy practices are integrated with Adobe's privacy practices. For a current list of these companies, click [here](#).

Additional privacy-related information is provided for certain Adobe apps and websites.

[Adobe® Digital Editions](#)

[Adobe Sign](#)

[Adobe Stock](#)

[Adobe Fonts](#)

[Flash® Player](#)

[Behance™](#)

Please also see the [Adobe Terms of Use](#) and any additional Terms of Use or [Product License Agreements](#) that may apply to the app or website you are using.

What information does Adobe collect about me?

Adobe ID, registration, and customer support

When you register to use an Adobe app or website, create an Adobe ID, or contact us for support or other offerings, Adobe collects information that identifies you. This includes:

- Name;
- Date of birth;
- Company name;
- Email address;
- Telephone number;
- Address;

- Country;
- IP address;
- Mobile Device ID;
- Payment/billing information (where an app or website is 'paid for');
- Eligibility information (e.g., for student and teacher editions of apps);
- Types of apps and websites of interest; and
- Content of customer support communications.

To help keep our databases current and to provide you the most relevant content and experiences, we may combine information provided by you with information from third party sources, in accordance with applicable law. For example, the size, industry, and other information about the company you work for (where you have provided company name) will be obtained from sources including, professional networking sites and information service providers.

Adobe apps and websites

We collect information about how you use our apps and websites, including when you use a desktop app feature that takes you online (such as a photo syncing feature). Depending on the app or website, this information may be anonymous or it may be associated with you. It includes:

- IP address;
- Type of browser and device;
- Webpage that led you to an Adobe website;
- Search terms entered into a search engine which lead you to an Adobe website;
- Use and navigation of websites and apps (collected through cookies and similar technologies, or by Adobe servers when you are logged in to the app or website);
- Analysis of your content (e.g., documents, photos, videos, activity logs, and direct feedback from you) which is sent or received using an online feature of an Adobe app or website, or which is stored on Adobe servers.

The following links provide further information on:

- [Adobe product improvement program](#);
- [Desktop usage tracking FAQ](#);
- [Mobile app usage information FAQ](#);
- [Experience Cloud usage information FAQ](#);
- Your [privacy choices](#) regarding how we use this information;
- How Adobe uses [cookies and similar technologies](#); and

- How Adobe uses automated systems to analyze your content using techniques such as machine learning in order to improve our apps and websites, and how to opt out of this.

Adobe app activation and automatic updates

When you activate your Adobe app or when you install updates to the app, we collect information about:

- your device (manufacturer, model, IP address);
- the Adobe app (version, date of activation, successful and unsuccessful updates);
- your product serial number (where this is required before you can start using your product).

You can learn more about app activation here.

Adobe emails

Emails we send you may include a technology (called a web beacon) that tells Adobe whether you have received or opened the email, or clicked a link in the email. If you do not want us to collect this information, you can opt out of receiving Adobe marketing emails.

Adobe online advertising

Adobe advertises online in a variety of ways, including displaying Adobe ads to you on other companies' websites and apps and on social media platforms, such as Facebook and LinkedIn. Adobe websites use cookies and similar technologies provided by our own company (Adobe Experience Cloud) and other companies that allow us to gather additional information to measure and improve the effectiveness of our advertising. We collect information such as:

- Which ads are displayed;
- Which ads are clicked on; and
- Where the ad was displayed.

Learn more about Adobe's advertising practices.

Buttons, tools, and content from other companies

Adobe apps and websites may include buttons, tools, or content that link to other companies' services (for example, a Facebook "Like" button). We may collect information about your use of these features, such as content "liked" and address information in Google Maps. In addition, when you see or interact with these buttons, tools, or content,

or view an Adobe web page or app containing them, some information from your browser may automatically be sent to the other company. Please read that company's privacy policy for more information.

Adobe social networking pages and social sign-on services

You can sign in to some Adobe apps or websites using a social networking account, such as a Facebook account. Where you give appropriate permissions, we will receive information about you from your social networking account, such as name, location, basic demographic information.

Adobe has its own pages on many social networking sites (for example, the Adobe® Photoshop® team's Facebook page). We will collect information which you have made publicly available on your social networking account, such as name and interests in our products and services, when you interact with our social networking pages. The social networking sites may provide statistics and insights to Adobe which help us understand the types of actions that people take on our pages. Where applicable, Adobe and the social media site(s) have entered into an arrangement which determines our respective responsibilities.

You can learn more about Adobe's practices with respect to social networking pages and account sign-on services [here](#).

Adobe acting on your behalf

In certain instances, Adobe is acting only on your behalf for personal information collected and processed by our services (for example, for the address book contacts shared by users when entering recipient information). In such cases, Adobe is acting only on your instructions in order to facilitate the service requested by you, and you will be responsible for the information shared. When this occurs we will inform you through in-app notifications or other in-time communications.

How does Adobe use the information it collects about me, and what are the legal bases for these uses?

Adobe uses the information we collect about you for the following purposes:

- To fulfill a contract, or take steps linked to a contract: this is relevant where you register to use an Adobe app or website (whether paid, or as a free trial). This includes:
 - Providing you with the Adobe websites and apps for which you have registered, and any other services or products that you have requested;
 - Verifying your identity;

- Taking payments;
 - Sending you necessary communications (for example, related to payments or expiration of your subscription); and
 - Providing customer service or support.
- As required by Adobe to conduct our business and pursue our legitimate interests, in particular:
 - Providing you with the Adobe websites and apps for which you have registered and any other products and services you have requested;
 - Analyzing your use and measuring effectiveness of our websites and apps to better understand how they are being used so we can improve them and engage and retain users;
 - Sending you information about Adobe products and services, special offers and similar information, and sharing your information with third parties for their own marketing purposes (where your consent is not required);
 - Analyzing your use of our websites and apps, and interaction with our communications, to tailor and customize the website or app, and marketing communications ([learn more](#));
 - Using automated systems to analyze your content through techniques such as machine learning in order to improve our services and the user experience (where your consent is not required);
 - Diagnosing problems in our apps and websites;
 - Detecting, preventing, or otherwise addressing fraud, security or technical issues, as well as to protecting against harm to the rights, property or safety of Adobe, our users, or the public;
 - Conducting surveys and market research about our customers, their interests, the effectiveness of our marketing campaigns, and customer satisfaction (unless we need consent to undertake such surveys, in which case we will only do this with your permission);
 - Investigating and responding to any comments or complaints that you may send us;
 - Checking the validity of the sort code, account number and card number you submit if you use a credit or debit card for payment, in order to prevent fraud (we use third parties for this – see “Does Adobe share my personal information?” below);
 - Sharing account information registered under a business email address with employers for account migrations purposes;
 - If we merge with or are acquired by another company, sell an Adobe website, app, or business unit, or if all or a substantial portion of our assets are acquired by another company, your information will likely be disclosed

to our advisers and any other prospective purchaser's advisers and will be one of the assets that is transferred to the new owner; and

- In connection with legal claims, compliance, regulatory and investigative purposes as necessary (including disclosure of information in connection with government agency requests, legal process or litigation).

Where we process your information based on legitimate interests, you can object to this processing in certain circumstances. In such cases, we will cease processing information unless we have compelling legitimate grounds to continue processing or where it is needed for legal reasons.

- Where you give Adobe your consent or otherwise consistent with your choices:
 - Sending you information about Adobe products and services, special offers and similar information, and sharing your information with third parties for their own marketing purposes (where your consent is required);
 - Placing cookies and using similar technologies on our websites, on our apps and in email communications, in accordance with our [Cookies Policy](#) and the information provided to you when those technologies are used;
 - Accessing information stored on your device relating to your use of, and engagement with, websites and apps (e.g., Adobe Connect meetings) and crash reports;
 - Accessing information stored on your device which you allow us to receive through device-based settings (e.g., photos, location and camera) in order to provide certain functionality within our apps and websites; and
 - Using automated systems to analyze your content using techniques such as machine learning in order to improve our services and the user experience (where your consent is required);

On other occasions where we ask you for consent, we will use the information for the purposes which we explain at that time. Where we rely on consent to process data, you can withdraw your consent to such activities at any time.

- For legal reasons:
 - Responding to requests by government or law enforcement authorities conducting an investigation.
 - To detect, prevent, or otherwise address fraud, security, potential illegal activities, or technical issues and software piracy (e.g., to confirm that software is genuine and properly licensed), helping to protect you as well as Adobe.

Where this processing and these disclosures are not strictly required by law, Adobe may rely on its legitimate interests and those of third parties described above.

Currently in the United States and Canada only, Adobe also uses your information for our participation in the Adobe Experience Cloud Device Co-op, which allows us to better understand how you use Adobe apps and websites across your various devices, and to deliver ads tailored to your likely interests ([learn more or opt out](#)).

Does Adobe share my personal information?

Sharing with other Data Controllers

We will share your personal information within the Adobe family of companies for the purposes identified above (see a list of [Adobe entities](#) and our [acquired companies](#)).

We will also share your personal information with other third-party data controllers. The types of third parties your information may be shared with include, our resellers and other sales and advertising partners, retailers, research organizations, advertisers, ad agencies, advertising networks and platforms, information service providers, fraud monitoring and prevention providers, publishers, and non-profit organizations (with your consent, if required). Third-party data controllers may also use Adobe products and services to collect and process your personal information. If you are using an email address that is associated with a business domain (e.g., yourname@businessname.com) to access Adobe's apps and websites, or if you were invited to use the apps and websites by a business, we may provide your personal information to that business.

Sharing for Fraud Prevention Purposes

We will share personal information with companies, organizations or individuals outside of Adobe if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to detect, prevent, or otherwise address fraud, security or technical issues, as well as to protect against harm to the rights, property or safety of Adobe, our users, or the public as required or permitted by law.

Sharing with Data Processors

We will also share your personal information with companies that help us to run our business by processing personal information on behalf of Adobe for the purposes identified above. Such companies include providers of customer support services, payment processing services, fraud monitoring and prevention, email, social media, and other marketing platforms and service providers, and hosting services. We require these companies to protect your personal information consistent with this Privacy Policy.

Other Information Sharing

Adobe may also share your personal information:

- When you agree to the sharing;
- When we are required to provide information in response to a subpoena, court order, or other applicable law or legal process ([learn more](#));
- When we have a good faith belief that the disclosure is necessary to prevent or respond to fraud, defend our apps or websites against attacks, or protect the property and safety of Adobe, our customers and users, or the public;
- If we merge with or are acquired by another company, sell an Adobe website, app, or business unit, or if all or a substantial portion of our assets are acquired by another company, your information will likely be disclosed to our advisers and any prospective purchaser's advisers and will be one of the assets that is transferred to the new owner.

We may share or publish aggregate information that doesn't specifically identify you, such as statistical information about visitors to our websites or statistical information about how customers [use the Adobe Experience Cloud](#).

Is my personal information displayed anywhere on Adobe's websites or applications? There are several places within Adobe's websites and apps that allow you to post comments, upload pictures, or submit content for others to see. Sometimes you can limit who can see what you share, but there are some places where what you share can be seen by the general public or other users of the app or website. Please be careful when you share your personal information. Do not share anything you wouldn't want publicly known unless you are sure you are posting it within an app or website that allows you to control who sees what you post. Please note that when you post messages on certain user forums on our websites and app, your email address or name and/or profile photo may be included and displayed with your message. You can find more information about managing your public profile [here](#).

To remove content you have shared on our websites and apps, please use the same app or website feature you used to share the content. If another user invites you to participate in shared viewing, editing, or commenting of content, you may be able to delete your contributions, but usually the user who invited you has full control. If you have questions or concerns about this, please [contact us](#).

Is my personal information secure?

We work hard to protect your personal information. We employ administrative, technical, and physical security controls where appropriate, such as encryption, 2-step verification, and strict contractual confidentiality obligations for employees and contractors.

Where does Adobe store my personal information?

Your personal information and files are stored on Adobe's servers and the servers of companies we hire to provide services to us.

Does Adobe transfer my personal information across national borders?

We may transfer your personal information across national borders to other countries in compliance with applicable laws.

If you reside outside of North America, your relationship is with Adobe Ireland. Adobe Ireland will transfer your personal information to some organizations and individuals which are located outside the European Economic Area (EEA) and Switzerland, namely the US, India, and to all other countries in the world where our apps, and other products or services are available.

Where Adobe Ireland transfers your personal information to a country which is not within the EEA and is not subject to an adequacy decision by the EU Commission, we rely on one or more of the following legal mechanisms: EU-U.S. Privacy Shield, Swiss-U.S. Privacy Shield, European Commission approved Standard Contractual Clauses, and your consent in certain circumstances. A copy of the relevant mechanism can be provided for your review upon request, using the contact details provided at the end of this Privacy Policy. For more information about the certification of Adobe U.S. to the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield, including the scope of our certifications, please see [Privacy Shield/European data transfers](#).

The information above applies to Adobe users who are consumers. More information is available for our business customers that want to learn more about [European data transfers](#).

What rights do I have in respect of my personal information and how can I exercise these rights?

Under the law of some jurisdictions, you may have the right to ask us for a copy of your personal information; to correct, delete or restrict (stop any active) processing of your personal information; and to obtain the personal information you provide to us for a contract or with your consent in a structured, machine readable format, and to ask us to share (port) this information to another controller.

In addition, you can object to the processing of your personal information in some circumstances (such as where we are using the information for direct marketing).

These rights may be limited, for example, if fulfilling your request would reveal personal information about another person, or if you ask us to delete information which we are required by law to keep or which we need to defend claims against us.

To exercise any of these rights (including deactivating your Adobe ID account), you can get in touch with us – or our data protection officer – using the details set out below. Additionally, many of our websites and apps allow you to edit your personal information by accessing the "[my account](#)," "my profile," or a similar feature of the app or website you are using. Likewise, you can delete files or photos you have stored in our websites and apps by logging in and using the deletion functions that are available.

If you have unresolved concerns, you have the right to report them to your local privacy regulator or data protection authority and, where applicable, you also have the right to lodge a complaint with Adobe Ireland's lead supervisory authority, the Irish Data Protection Commission.

To register with Adobe, to create an Adobe ID, and to use some Adobe websites, apps, products or services, the provision of some information is mandatory: if relevant information is not provided, then we will not be able to administer an Adobe account to you, or provide you with the websites, apps, products or services requested. All other provision of your information is optional. Providing optional information will help us offer you a better experience, such as more personalized or tailored content or offerings.

What rights do I have if I am a California consumer?

In addition to the rights above, see [California Consumer Privacy Rights](#) for additional information.

Withdrawing consent or otherwise objecting to direct marketing

The Adobe family of companies (see list of [Adobe entities](#) and our [acquired companies](#)) and companies we hire to help market our websites and apps on our behalf may use your information to provide you with information and offers related to Adobe.

Where we rely on your consent, you will always be able to withdraw that consent, although we may have other legal grounds for processing your information for other purposes, such as those set out above. In some cases, we are able to send you direct

marketing without your consent, where we rely on our legitimate interests. You have an absolute right to opt-out of direct marketing, or profiling we carry out for direct marketing, at any time by:

- updating your preferences in your Adobe ID profile;
- updating your preferences in your specific website or app accounts;
- clicking the unsubscribe link at the bottom of our marketing emails; or
- contacting us using the details provided at the end of this privacy policy.

Click [here](#) for further information on your choices regarding our marketing practices.

What information is collected by companies using Adobe Experience Cloud solutions? Adobe Experience Cloud solutions help our business customers personalize and improve the performance of their websites, apps, and marketing messages. For example, these customers may use Adobe Experience Cloud solutions to collect and analyze information about how you use their websites ([learn more](#)). The information collected is stored on our computers for use by these business customers.

How long does Adobe retain my information?

When you register for an Adobe ID account, we process and keep most personal information we have about you for as long as you are an active user of our products, services or apps. When you close your account, we begin deleting certain personal information that we no longer have a business reason to retain, such as your hashed password and your tokenized payment account data. However, we typically retain personal information related to our contract and business transactions with you for seven years after your last interaction with us.

Where we process personal information for marketing purposes or with your consent, we process the information until you ask us to stop and for a short period after this (to allow us to implement your requests). We also keep a permanent record of the fact that you have asked us not to send you direct marketing or to process your information so that we can respect your request in future.

Will this privacy policy change?

Occasionally, we may change this privacy policy (or other documents in the Adobe Privacy Center) to allow Adobe to accommodate new technologies, industry practices, regulatory requirements or for other purposes. If we do, we will change the "last updated" date at the top of this policy and the revised policy will be posted to this page so that you are aware of the information we collect, how we use it, and under what circumstances we may disclose it. We encourage you to periodically review the [Adobe](#)

[Privacy Center](#) for the latest information on our privacy practices. Under certain circumstances (for example with certain material changes) we will provide notice to you of these changes and, where required by applicable law, we will obtain your consent. Notice may be by email to you, by posting a notice of such changes on our apps and websites, or by other means consistent with applicable law.

Who can I contact with questions or concerns?

If you have a privacy question, concern, or request, please fill out a [privacy inquiry form](#).

If you are outside North America, you can also get in touch with Adobe Ireland's data protection officer at DPO@Adobe.com or by postal mail at 4-6 Riverwalk, Citywest Business Park, Dublin 24, Ireland.

For practices that are covered by our [GDPR Validation](#) or [PRP Certification](#), please note that if you have an **unresolved** privacy or data use concern that we have not addressed satisfactorily within 30 days, you may also reach out to our U.S.-based third party dispute resolution (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Adobe Subscription and Cancellation Terms

[Creative Cloud, Document Cloud and Acrobat](#)

[Creative Cloud for Education](#)

[Creative Cloud for Teams](#)

[Adobe Stock](#)

[Resellers](#)

[Adobe Font Marketplace](#)

[Adobe Captivate, Presenter, Presenter Video Express, RoboHelp, RoboHelp Server, FrameMaker, FrameMaker XML Author, FrameMaker Publishing Server, Technical Communication Suite, and Director](#)

Creative Cloud, Document Cloud and Acrobat

Month to month

Subscription Terms

Your subscription begins as soon as your initial payment is processed. Your subscription will automatically renew each month without notice until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every month until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every month upon renewal until you cancel.

We may change your plan's rate each monthly renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-month term, we will accordingly adjust the tax-inclusive price for your plan on your next billing date.

If your primary payment method fails, you authorize us to charge any other payment method in your account. If you have not provided us a backup payment method(s) and you fail to provide payment, or if all payment methods in your account fail, we may suspend your subscription. You can edit your payment information anytime in your [Adobe Account](#) page.

For European Economic Area customers, your bank may require you to authenticate your initial purchase using a password, a one-time code sent to your mobile number, or biometric recognition.

When you authenticate, you also authorize us to charge your payment method for your additional purchases without providing us further payment information or other instructions (i.e., we will initiate future payments independently). Such additional purchases may occur when we automatically charge your payment method in connection with a recurring subscription or when you add or change licenses or products.

Cancellation Terms

You can cancel your subscription anytime via your [Adobe Account](#) page or by contacting [Customer Support](#)*. If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel after 14 days, your payment is non-refundable, and your service will continue until the end of that month's billing period.

** Specific countries require cancellations to be made only by contacting [Customer Support](#). See the list of countries [here](#).*

Month to month, direct debit

Subscription Terms

Your subscription begins as soon as your order is processed. Your subscription will automatically renew each month without notice until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every month until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every month upon renewal until you cancel.

We may change your plan's rate each monthly renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-month term, we will accordingly adjust the tax-inclusive price for your plan on your next billing date.

If your primary payment method fails, you authorize us to charge any other payment method in your account. If you have not provided us a backup payment method(s) and you fail to provide payment, or if all payment methods in your account fail, we may suspend your subscription. You can edit your payment information anytime in your [Adobe Account](#) page.

For European Economic Area customers, your bank may require you to authenticate your initial purchase using a password, a one-time code sent to your mobile number, or biometric recognition. When you authenticate, you also authorize us to charge your payment method for your additional purchases without providing us further payment information or other instructions (i.e., we will initiate future payments independently). Such additional purchases may occur when we automatically charge your payment method in connection with a recurring subscription or when you add or change licenses or products.

Cancellation Terms

You can cancel your subscription anytime via your [Adobe Account](#) page or by contacting [Customer Support](#)*. If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel

after 14 days, your payment is non-refundable, and your service will continue until the end of that month's billing period.

** Specific countries require cancellations to be made only by contacting [Customer Support](#). See the list of countries [here](#).*

Annual contract, paid monthly

Subscription Terms

Your subscription begins as soon as your initial payment is processed. Your subscription will automatically renew annually without notice until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every month until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every month of your annual contract until you cancel.

We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date. If your primary payment method fails, you authorize us to charge any other payment method in your account. If you have not provided us a backup payment method(s) and you fail to provide payment, or if all payment methods in your account fail, we may suspend your subscription. You can edit your payment information anytime in your [Adobe Account](#) page.

For European Economic Area customers, your bank may require you to authenticate your initial purchase using a password, a one-time code sent to your mobile number, or biometric recognition. When you authenticate, you also authorize us to charge your payment method for your additional purchases without providing us further payment information or other instructions (i.e., we will initiate future payments independently). Such additional purchases may occur when we automatically charge your payment method in connection with a recurring subscription or when you add or change licenses or products.

Cancellation Terms

You can cancel your subscription anytime via your [Adobe Account](#) page or by contacting [Customer Support](#)*. If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel after 14 days, you'll be charged a lump sum amount of 50% of your remaining contract obligation and your service will continue until the end of that month's billing period.

** Specific countries require cancellations to be made only by contacting [Customer Support](#). See the list of countries [here](#).*

Annual contract, prepaid

Subscription Terms

Your subscription begins as soon as your initial payment is processed. You will be charged, in one lump sum, the annual rate stated at the time of purchase, plus applicable taxes. Your subscription will

automatically renew on your annual renewal date until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every year until you cancel.

We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every year upon renewal until you cancel. We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date.

If your primary payment method fails, you authorize us to charge any other payment method in your account. If you have not provided us a backup payment method(s) and you fail to provide payment, or if all payment methods in your account fail, we may suspend your subscription. You can edit your payment information anytime in your [Adobe Account](#) page.

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Cancellation Terms

You can cancel your subscription anytime via your [Adobe Account](#) page or by contacting [Customer Support](#)*. If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel after 14 days, your payment is non-refundable, and your service will continue until the end of your contracted term.

** Specific countries require cancellations to be made only by contacting [Customer Support](#). See the list of countries [here](#).*

Annual contract, direct debit and bank transfer

Subscription Terms

Your subscription begins as soon as your initial order is processed (or after funds are received from your bank transfer or convenience store payment). Full payment of the stated annual rate, plus applicable taxes, is due within 30-days of placing your order.

Cancellation Terms

You can cancel your subscription anytime via your [Adobe Account](#) page or by contacting [Customer Support](#)*. If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel after 14 days, your payment is non-refundable, and your service will continue until your contracted term.

** Specific countries require cancellations to be made only by contacting [Customer Support](#). See the list of countries [here](#).*

Multiple year contract, prepaid (available in select countries)

Subscription Terms

Your subscription begins as soon as your initial payment is processed. You will be charged, in one lump sum, the annual rate stated at the time of purchase, plus applicable taxes. Your subscription will automatically renew on your annual renewal date until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every year until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every year upon renewal until you cancel.

We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date.

If your primary payment method fails, you authorize us to charge any other payment method in your account. If you have not provided us a backup payment method(s) and you fail to provide payment, or if all payment methods in your account fail, we may suspend your subscription. You can edit your payment information anytime in your [Adobe Account](#) page.

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Cancellation Terms

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Creative Cloud for Education

Education, annual contract, paid monthly

Subscription Terms

Your subscription begins as soon as your initial payment is processed. Your subscription will automatically renew on your annual renewal date until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every month of your annual contract until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every month of your annual contract until you cancel.

We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date.

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We may verify your academic status at any time to confirm eligibility for education pricing. If it is determined you are not eligible, we may suspend your account or move you to the then current, non-education subscription pricing. Your access to any education offering is provided at Adobe's sole discretion.

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Education, annual contract, prepaid

Subscription Terms

Your subscription begins as soon as your payment is processed. You will be charged, in one lump sum, the annual rate stated at the time of purchase, plus applicable taxes. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every year until you

cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every year upon renewal until you cancel.

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Education for Teams, annual contract, paid monthly

Subscription Terms

Once your order is processed, your subscription will begin and you (or the acting Team Admin) can invite team members and delegate access. Your subscription will automatically renew on your annual renewal date until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every month of your annual contract until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every month of your annual contract until you cancel.

We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date.

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Team Admins can purchase additional licenses at any time at the rates available at the time of purchase and prorated based on the days remaining in your annual contract. All team licenses will co-terminate and will automatically renew, on your annual renewal date, until you cancel.

By placing your order, you represent and warrant that (i) you agree to these terms on behalf of your employer or another entity; (ii) you have full legal authority to bind your employer or such entity to these terms; and (iii) you are responsible for all use of the licenses purchased in this order or future orders.

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Education for Teams, annual contract, prepaid

Subscription Terms

Once your order is processed, your subscription will begin and you (or the acting Team Admin) can invite team members and delegate access. You will be charged, in one lump sum, the annual rate

stated at the time of purchase, plus applicable taxes. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every year upon renewal until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every year upon renewal until you cancel.

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Creative Cloud for Teams

Annual Contract, paid monthly

Subscription Terms

Once your order is processed, your subscription will begin and you (or the acting Team Admin) can invite team members and delegate access. You authorize us to store your payment method(s) and automatically charge your payment method(s) every month of your annual contract until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every month of your annual contract until you cancel.

We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date.

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Team Admins can purchase additional licenses at any time at the rates available at the time of purchase. All team licenses will co-terminate or automatically renew, on your monthly renewal date, until you cancel.

By placing your order, you represent and warrant that (i) you agree to these terms on behalf of your employer or another entity; (ii) you have full legal authority to bind your employer or such entity to these terms; and (iii) you are responsible for all use of the licenses purchased in this order or future orders.

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** Specific countries require cancellations to be made only by contacting [Customer Support](#). See the list of countries [here](#).*

Annual contract, prepaid

Subscription Terms

Once your order is processed, your subscription will begin and you (or the acting Team Admin) can invite team members and delegate access. You will be charged the rate stated at the time of purchase, in one lump sum, plus applicable taxes. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every year until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), each year upon renewal until you cancel.

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By placing your order, you represent and warrant that (i) you agree to these terms on behalf of your employer or another entity; (ii) you have full legal authority to bind your employer or such entity to these terms; and (iii) you are responsible for all use of the licenses purchased in this order or future orders.

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^{*} *Specific countries require cancellations to be made only by contacting [Customer Support](#). See the list of countries [here](#).*

Annual contract, direct debit and bank transfer

Subscription Terms

Once your order is processed, your subscription will begin and you (or the acting Team Admin) can invite team members and delegate access. Team Admins can purchase additional licenses at any time at the rates available at the time of purchase and prorated based on the days remaining in your annual contract. All team licenses will co-terminate when you cancel.

By placing your order, you represent and warrant that (i) you agree to these terms on behalf of your employer or another entity; (ii) you have full legal authority to bind your employer or such entity to these terms; and (iii) you are responsible for all use of the licenses purchased in this order or future orders.

For European Economic Area customers, your bank may require you to authenticate your initial purchase using a password, a one-time code sent to your mobile number, or biometric recognition. When you authenticate, you also authorize us to charge your payment method for your additional purchases without providing us further payment information or other instructions (i.e., we will initiate future payments independently). Such additional purchases may occur when we automatically charge your payment method in connection with a recurring subscription or when you add or change licenses or products.

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Annual contract, Purchase order

Subscription Terms

Once your order is processed, your subscription will begin and you (or the acting Team Admin) can invite team members and delegate access.

Subject to credit approval, Team Admins can purchase additional licenses at any time at the rates available at the time of purchase and prorated based on the days remaining in your annual contract. Full payment for additional licenses is required within 30-days of the associated invoice date. All team licenses will co-terminate when you cancel.

By placing your order, you represent and warrant that (i) you agree to these terms on behalf of your employer or another entity; (ii) you have full legal authority to bind your employer or such entity to

these terms; and (iii) you are responsible for all use of the licenses purchased in this order or future orders.

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** Specific countries require cancellations to be made only by contacting [Customer Support](#). See the list of countries [here](#).*

Adobe Stock

On-demand credit purchases

Subscription Terms

On-demand credit pack purchases are not refundable. If you reside outside of Japan, unused credits automatically expire 12-months from the date of purchase. **If you are an individual resident of Japan, unused credits automatically expire 6-months from the date of purchase.** As soon as your payment is processed, you may use your credits to license content. You authorize us to store your payment method(s) and charge it for all of your purchases until you change your payment method. You can edit your payment information anytime in your [Adobe Account](#). Upon termination of your Adobe Stock account, you will forfeit any unused credits.

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On-demand asset purchases

Subscription Terms

On-demand asset purchases are not refundable. As soon as your payment is processed, you have licensed the content. You authorize us to store your payment method(s) and charge it for all of your purchases until you change your payment method. You can edit your payment information anytime in your [Adobe Account](#).

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First month free annual contract, paid monthly, with rollover

Trial Terms

Subscription Terms

This offer is for new Adobe Stock customers only and cannot be combined with other offers. Standard images that you are entitled to download as part of your subscription come with a [Standard License](#), while other assets that you are entitled to download as part of your subscription come with an [Enhanced License](#). One offer per Adobe Stock customer.

Service begins as soon as your initial payment is processed. Service begins as soon as your initial payment is processed. At the end of your first month free, your subscription will automatically renew on your annual renewal date until you cancel. Your eligibility to use an Adobe free trial is determined solely by Adobe. Your access to any free trial offer is provided at Adobe's sole discretion. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every month of your annual contract until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every month of your annual contract until you cancel.

We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date.

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future payments independently). Such additional purchases may occur when we automatically charge your payment method in connection with a recurring subscription or when you add or change licenses or products.

Unused standard assets from a monthly allowance of your annual plan accumulate and carry over for up to 12 consecutive billing cycles, but only if you have renewed the Adobe Stock subscription without letting it lapse and without repacking it with a lesser value subscription. Unused standard assets (A) are subject to a cap of a maximum of twelve times your monthly allowance; and (B) automatically expire 12 monthly billing periods after the date when they were first allocated. When your subscription ends, you will forfeit all rights to any unused standard assets.

Cancellation Terms

You can cancel your subscription anytime via your [Adobe Account](#) page or by contacting [Customer Support](#)*. If you cancel during the first month billing cycle, your credit card will not be charged, and your service will continue until the end of that first month's billing cycle. If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel after 14 days, you'll be charged a lump sum amount of 50% of your remaining contract obligation and your service will continue until the end of that month's billing period.

** Specific countries require cancellations to be made only by contacting [Customer Support](#). See the list of countries [here](#).*

Month-to-month, with rollover

Subscription Terms

Standard images that you are entitled to download as part of your subscription come with a [Standard License](#), while other assets that you are entitled to download as part of your subscription come with an [Enhanced License](#).

Service begins as soon as your initial payment is processed. Your subscription will automatically renew each month without notice until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every month until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every month upon renewal until you cancel.

We may change your plan's rate each monthly renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-month term, we will accordingly adjust the tax-inclusive price for your plan on your next billing date.

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Month-to-month, without rollover

Subscription Terms

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Annual contract, paid monthly, with rollover

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Service begins as soon as your initial payment is processed. Your subscription will automatically renew on your annual renewal date until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every month of your annual contract until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every month of your annual contract until you cancel.

We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date.

If your primary payment method fails, you authorize us to charge any other payment method in your account. If you have not provided us a backup payment method(s) and you fail to provide payment, or if all payment methods in your account fail, we may suspend your subscription. You can edit your payment information anytime in your [Adobe Account](#) page.

For European Economic Area customers, your bank may require you to authenticate your initial purchase using a password, a one-time code sent to your mobile number, or biometric recognition.

When you authenticate, you also authorize us to charge your payment method for your additional purchases without providing us further payment information or other instructions (i.e., we will initiate future payments independently). Such additional purchases may occur when we automatically charge your payment method in connection with a recurring subscription or when you add or change licenses or products.

Unused standard assets from a monthly allowance of your annual plan accumulate and carry over for up to 12 consecutive billing cycles, but only if you have renewed the Adobe Stock subscription without letting it lapse and without repacking it with a lesser value subscription. Unused standard assets (A) are subject to a cap of a maximum of twelve times your monthly allowance; and (B) automatically expire 12 monthly billing periods after the date when they were first allocated. When your subscription ends, you will forfeit all rights to any unused standard assets.

Cancellation Terms

You can cancel your subscription anytime via your [Adobe Account](#) page or by contacting [Customer Support](#)*. If you cancel within 14 days of your initial order, you'll be fully refunded. Should you cancel after 14 days, you'll be charged a lump sum amount of 50% of your remaining contract obligation and your service will continue until the end of that month's billing period.

** Specific countries require cancellations to be made only by contacting [Customer Support](#). See the list of countries [here](#).*

Annual contract, paid monthly, without rollover

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Annual contract, prepaid, with rollover

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Service begins as soon as your payment is processed. You will be charged, in one lump sum, the annual rate stated at the time of purchase, plus applicable taxes. Your subscription will automatically renew on your annual renewal date until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every year upon renewal until you cancel. We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every year upon renewal until you cancel.

We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date.

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Resellers

Customers who purchase indirectly through resellers should ask their reseller for terms, or check the VIP program guide, as appropriate.

Adobe Font Marketplace

On-demand purchases are not refundable. You authorize us to store your payment method(s) and to charge it for all your purchases until you change your payment method. You can edit your payment information anytime in your [Adobe Account](#) page.

Adobe Captivate, Presenter, Presenter Video Express, RoboHelp, RoboHelp Server, FrameMaker, FrameMaker XML Author, FrameMaker Publishing Server, Technical Communication Suite, and Director

Subscription Terms

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Guidelines for law enforcement seeking customer data (North America)

Last updated: April 20, 2017

Like all service providers, Adobe is legally required to turn over customer data that it hosts when it receives valid legal process from a law enforcement authority with jurisdiction. These guidelines apply to all customer data hosted by Adobe for its North American users (i.e., the United States, Mexico and Canada), whether it relates to software purchases or installation, or whether it relates to customer data or information hosted by one of Adobe's many online services. If you are a law enforcement agency seeking access to information regarding an Adobe user who resides outside of North America, please follow the process you find here.

Valid legal process is required before disclosure

For all Adobe customers in North America disclosure is governed by U.S. law, including the Federal Stored Communications Act (the "SCA"), 18 U.S.C. Sections 2701-2712, as well as by our own Terms of Use and Privacy Policy. In general, we will turn over "basic subscriber" records (i.e., name, length of service, billing information, email address, registration IP address, and so on) in response to a valid subpoena that is issued in connection with an official criminal investigation. However, we require a search warrant issued upon a showing of probable cause under relevant state or federal law before we will turn over user content stored on our servers, such as photos, videos, documents, form responses, or email messages.

Notice to users

It is Adobe policy to give notice to our customers whenever someone seeks access to their information unless we are legally prohibited from doing so. For example, if we receive a Delayed Notice Order (DNO) under 18 USC Section 2705(b), we will delay notice for the time period specified in the order and then notify the customer once the order expires. Please make sure any DNO you serve on Adobe is time-limited and expires on a specific date or after a specific period (such as 90 or 180 days). Indefinite DNOs are not constitutionally valid and we challenge them in court.

Data retention and preservation requests

The length of time Adobe keeps different types of customer data varies depending upon the nature of the service and type of data at issue. For example, Adobe keeps internet protocol (IP) address logs related to Adobe ID sign-ins for 90 days, but content a customer has deleted from their Creative Cloud account generally is not recoverable after 72 hours. If you are a law enforcement agent with questions about the types of data that may be available for a particular Adobe service, please contact us using the information below. When we receive a preservation request from an agency investigating a crime, Adobe will preserve then-existing customer data for 90 days in anticipation of receiving valid legal process.

Emergency requests

If law enforcement provides Adobe with information that gives us a reasonable good faith belief that there is a risk of imminent harm (i.e., death or serious physical injury) to a person, and that we have information in our possession that may avert that harm, we may choose to disclose the information we have to protect human life.

Preventing child exploitation

We report any images that appear to involve child exploitation to the National Center for Missing and Exploited Children (NCMEC). If you are a law enforcement agent reporting a child exploitation or child safety matter, please let us know by following the procedure for reporting an imminent harm matter (outlined above) so that we can address the matter as quickly as possible.

Please provide specific information

We cannot comply with overly-vague requests. At a minimum, we typically need the Adobe ID of the customer whose data you seek, the name of the service or services at issue, and a specific statement of the type of information sought.

Cost reimbursement

By law, we are entitled to recover costs associated with responding to requests for information. Fees apply on a "per Adobe ID" or per account basis. If your request is

unusually broad or burdensome, additional fees may apply. It is Adobe policy to waive fees in matters involving child exploitation or imminent harm.

Civil subpoenas

It is Adobe's policy to give our customers notice of any civil subpoena seeking access to their information and fifteen (15) days to move to quash such a subpoena before we respond to it — regardless of the subpoena's stated return date. If the request appears to violate a customer's free or anonymous speech rights, Adobe may, in its discretion, move to quash the subpoena on our customer's behalf.

Service of legal process

Preservation requests, subpoenas, or search warrants from U.S. law enforcement or civil investigative agencies seeking data regarding Adobe's North American customers may be personally served at, or mailed to, our San Francisco office (address below) or served via fax sent to 415-723-7869. Adobe U.S. will only respond to requests from non-U.S. law enforcement agencies that are issued by a U.S. court either by way of a mutual legal assistance treaty or a letter rogatory.

Civil subpoenas require personal service and will not be accepted via fax.

Contact information

Adobe Inc.
Attn: Law Enforcement Requests
601 Townsend Street
San Francisco, CA 94103

Adobe's U.S. Law Enforcement Response Hotline: 415-832-7614
U.S. Law Enforcement Response Fax Line: 415-723-7869

K-12 (Primary and Secondary) Education Additional Terms

Last updated June 26, 2019

These Additional Terms govern your use and deployment of Adobe products and services to students in the K-12 (primary and secondary) school environment (the "**Student Services**"). These Additional Terms are incorporated by reference into the Adobe General Terms of Use ("**General Terms**") located at <https://www.adobe.com/legal/terms.html> (these Additional Terms and the General Terms are collectively referred to as "**Terms**"). To the extent the provisions in these Additional Terms conflict with the General Terms or the Adobe Privacy Policy (located at <https://www.adobe.com/privacy/policy.html>), these Additional Terms will govern. Capitalized terms not defined herein have the same meaning as defined in the General Terms.

1. Additional Definitions

1.1. "**School**" means a qualified primary or secondary educational institution, defined at: www.adobe.com/go/primary-secondary-institution-eligibility-guidelines. For example, a K-12 educational institution in the United States is a School.

1.2. "**Student**" means an individual enrolled in classes at a School.

1.3. "**Student Assets**" means the files, data, and Student-generated content created by Students through the use of the Student Services.

1.4. "**Student Data**" means Student Personal Information and Student Assets.

1.5. "**Student Personal Information**" means any information, whether gathered by Adobe or provided by a Student, a School, or a parent or guardian during the provision of the Student Services pursuant to these Terms, that can be used to identify or contact a particular Student or that, alone or in combination, is linked or linkable to a specific Student so as to allow a reasonable person in the School community who does not have knowledge of the relevant circumstances, to identify the Student with reasonable certainty. To the extent U.S. law applies, Student Personal Information may include "educational records" as defined in FERPA (20 U.S.C. § 1232(g)).

1.6. "**You**" or "**you**," as used in these Additional Terms, means a School and its teachers, administrators, or other users authorized to access and use the Student Services on the School's behalf.

2. Deployment of the Offering: Enterprise IDs or Federated IDs Only

2.1 **Deployment.** You may only deploy the Student Services using Enterprise or Federated IDs. Use of Enterprise or Federated IDs is essential for us to meet our Student privacy commitments to you. Use of Enterprise or Federated IDs also ensures you retain control over the Student Services and the Student Data provided to or generated through the Services. Any deployment of an individual Adobe ID to a Student nullifies any commitment we make regarding the use and protection of Student Data, and you must defend and indemnify us for any privacy or other claims related to your license deployment using an Adobe ID for the Student Services. More information about ID types is available at <https://helpx.adobe.com/enterprise/using/edu-deployment-guide.html>.

2.2 **Use of Student Services.** All users of the Student Services must comply with the applicable provisions of the General Terms, including but not limited to those governing acceptable use.

3. Data Ownership and Authorized Access

3.1. Student Data Consents and Authority. By using the Student Services and offering the Student Services to Students, you represent and warrant that (i) you have the authority to provide Student Data to Adobe, or to authorize Adobe to collect Student Data through the Student Services, and to allow Adobe to process Student Data for the purpose of providing the Student Services, and (ii) you have provided appropriate disclosures to, and obtained consents from, your School, the School's end users, the parents or guardians of Students, or any other required individual regarding the School's use of the Student Services, to the extent such disclosures or consents are required by applicable law or by School agreements.

3.2. Ownership and Control. Adobe will access and process Student Data for the purposes of providing the Student Services as described in these Terms. As between Adobe and School, School owns all rights, title, and interest to all Student Data processed by Adobe pursuant to the Terms, and Adobe does not own, control, or license such Student Data, except so as to provide the Student Services and as otherwise described in the Terms.

4. Compliance with Law and Obligations

4.1. United States. Both parties agree to uphold their responsibilities under laws governing Student Personal Information, including, but not limited to, state student privacy statutes and regulations, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232, and the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502.

(a) **FERPA Compliance.** If you are located in the United States, Adobe will collect and process Student Data as a "school official" with a legitimate educational interest as defined under FERPA and its implementing regulations, and we agree to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

(b) **COPPA Compliance.** If you are located in the United States, to the extent you allow children under 13 to access the Student Services or any other Adobe application, you are solely responsible for obtaining any required consent to allow Adobe to collect and process information from students under 13 for the purposes described in these Terms, and you represent and warrant that you have the authority to provide such consent in accordance with COPPA. You are responsible for ensuring your configuration of the Student Services and the features and functionality of the Student Services you permit children under 13 to access are appropriate for use in a manner consistent with COPPA.

4.2. Local Law Compliance. Schools and the use of Student Services may also be subject to laws and regulations in the jurisdiction in which you are located. You are responsible for ensuring that you can use the Student Services consistent with your local laws. In particular, it is the School's obligation to (a) determine whether legal obligations arising from such local laws and regulations apply with respect to the School's use and deployment of Student Services, (b) obtain any necessary consents from parents or legal guardians, to the extent such consents may be required, and (c) configure the Student Services such that they are deployed in the School and made available to Students in a manner consistent with these local laws.

5. Student Data Processing

5.1. Permitted Uses of Student Data. Adobe may use, transmit, distribute, modify, reproduce, display, and store Student Data solely for the purposes of: (i) providing the Student Services as contemplated by the Terms, and as otherwise described herein, (ii) maintaining, supporting, evaluating, analyzing, diagnosing, improving and developing Adobe's websites, services, and applications, as permitted by law, (iii) enforcing its rights under the Terms, (iv) as permitted with consent of the parent or guardian, eligible Student, or the School, and (v) as otherwise authorized by applicable law.

5.2. Use of De-Identified Data. Notwithstanding anything to the contrary herein, you agree that Adobe may use de-identified data, including Student Data from which all direct and indirect identifiers have been removed such that there is no reasonable basis to believe the information can be used to identify an individual, as well as data relating to access and use of the Student Services, for any lawful purpose, including, but not limited to, the development, research, and improvement of educational sites, services, or applications, and to demonstrate the effectiveness of the Student Services. Unless permitted or required by law, Adobe agrees not to attempt to re-identify any such data

and will not disclose it to any third party unless the recipient agrees in writing not to attempt to re-identify the information.

5.3. Marketing and Advertising. Adobe is prohibited from using Student Data to: (i) inform or direct targeted online advertising to Students or to a parent or guardian unless with the consent of the parent or guardian, (ii) amass a profile of a Student, other than for the purpose of providing Student Services or as authorized by School or the Student, and (iii) for any other commercial purpose unless authorized by School or by the parent or guardian, or as permitted by applicable law. Notwithstanding the foregoing, you agree that Adobe may (a) market or advertise products and services directly to parents, guardians, or School employees, so long as the marketing does not result from the use of Student Data, (b) direct online advertising to a Student or other individual based on that Student or individual's current visit to that online location, provided that the Student's online activities are not collected over time for the purpose of delivering targeted advertising; (c) use Student Data to recommend educational products or services to parents/guardians and School's employees so long as the recommendations are not based in whole or in part on payment or other consideration from a third party, (d) use aggregate or de-identified information to inform, influence, or enable marketing, advertising, or other commercial efforts by Adobe; (e) use Student Data for adaptive learning or customized student learning purposes, or (f) use Student Data to send emails or other communications to Students relating to their account and use of the Student Services.

5.4. Student Data Retention and Deletion. Schools may access a Student account through the Adobe Admin Console at any time in order to modify or delete Student Data. It is your responsibility to delete or remove Student Data from the School Service when it is no longer needed for an educational purpose. Upon termination of your agreement with Adobe, Adobe will retain Student Data for a reasonable period of time to permit Students to download to and store Student Assets in a personal account. It will be the responsibility of the School to delete any remaining Student Data upon termination of the agreement. If the School fails to delete Student Data, Adobe will dispose of or delete Student Data when it is no longer needed for the purpose for which it was obtained. Adobe has no obligation to delete de-identified data or Student Assets that have been transferred to a Student's personal account.

6. Restrictions on Access or Disclosure of Student Data

6.1. Permitted Disclosures. Adobe will not sell, disclose, transfer, share, or rent any data obtained under the agreement in a manner that could identify an individual Student to any entity other than the School except: (i) to the extent set forth in the agreement, or (ii) with the consent, or at the direction of, the School, a Student's parent or legal guardian, or a Student who is over the legal age of consent. Depending on the features and functionality utilized by the School, some features of the Student Services may permit Students to share information or post information in a public forum. School administrative users should use caution when adjusting permissions and feature access through the Adobe Admin Console to ensure the features are configured appropriately for your use.

6.2. Third-Party Service Providers. You acknowledge and agree that, provided that they have a legitimate need to access such information in connection with their responsibilities in providing services to Adobe and such access is subject to contractual data protection terms, Adobe may permit its subcontractors, service providers, and agents to access Student Data.

6.3. Third Party Access Requests. School will establish reasonable procedures by which a parent, legal guardian, or eligible Student may request access, correction, or deletion of Student Data generated through the Student Services. Upon request by the School, Adobe will work with the School as needed to facilitate such access. Should a third party, including law enforcement and government entities, contact Adobe with a request for Student Data, Adobe will redirect the third party to request the data directly from School, unless and to the extent that Adobe reasonably and in good faith believes that granting such access is necessary to comply with a legal obligation or legal process or to protect the rights, property, or personal safety of Adobe's users, employees, or others.

6.4. Change of Control. In the event Adobe sells, divests, or transfers all or a portion of its business assets to a third party, Adobe may transfer Student Data to the new owner provided that (i) the new corporate owner intends to maintain and provide the Student Services subject to data privacy standards no less stringent than those provided herein, or (ii) Adobe will give notice to School and an opportunity to opt out of the transfer of Student Data.

7. Data Security

7.1. School Obligations. School and users of Student Services will take reasonable precautions to secure usernames, passwords and any other means of gaining access to the Student Services and to Student Data. School will notify Adobe promptly of any known or suspected unauthorized access to School's account and/or to Adobe's systems or services. School will assist Adobe in any efforts by Adobe to investigate and respond to any incident involving unauthorized access to the systems.

7.2. Adobe Obligations. Adobe has implemented reasonable administrative, technical, and physical security controls to protect Student Data and has provided data privacy and security training to employees who have access to Student Data or who operate or have access to relevant system controls. However, despite our efforts, no security controls are 100% effective and Adobe cannot ensure or warrant the security of your information. In the event that we determine any Student Personal Information that we have collected or received through the Student Services was acquired by an unauthorized party (a "**Security Event**"), we will promptly notify the School and shall reasonably cooperate with the School's investigation of the Security Event. To the extent the School determines that a Security Event affects its Student's Personal Information in a manner that triggers third party notice requirements under applicable laws, the School shall be responsible for sending such notices, unless otherwise agreed in writing between Adobe and the School. Except as otherwise required by law, Adobe will not provide notice of the Security Event directly to individuals whose personal information was affected, to regulatory agencies, or to other entities, without first providing written notice to School.

8. Governing Law

8.1. If your School is a U.S. public and accredited K-12 (primary and secondary) educational institution then, despite any conflicting language in the General Terms, the Terms are governed by the laws of the state in which your School is domiciled, except that body of law concerning conflicts of law.