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1. Definitions.

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“Service” means the server-based functionality that interoperates with the Software to create Portable Document Format files.

“Software” means the Adobe® CreatePDF for Android® software application.

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Subject to your compliance with the terms and conditions of this Agreement, Adobe grants to you a non-exclusive, non-transferable, revocable right to access and use the Service. Adobe reserves the right to suspend or discontinue all or part of the Service at any time without prior notice.

3. License to Use the Software.

Subject to the terms and conditions of this Agreement, Adobe grants to you a non-exclusive, non-transferable, revocable license to install and use the Software solely to use the Service on any Android-based tablet, phone, or smartphone (“Device”) that you own or control.

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You shall not modify, port, adapt or translate the Software. You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

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You acknowledge that Adobe and its licensors own all right, title, and interest in: (a) the Service; (b) the Software; (c) any other Adobe software; and (d) all graphics, logos, service marks, and trade names, including third-party names, product names, and brand names related to the Service (the “Marks”).

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6.3 Adobe Access to Content. You acknowledge that the Services are automated (e.g., Content is uploaded and submitted using software tools) and that Adobe personnel will not access any Content except as necessary to perform the Services, including but not limited to the following: (a) during a Service interruption, as necessary to restore the applicable Content; (b) to troubleshoot any issue with the Service;

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9. Conduct.

Use Restrictions. In connection with your access or use of the Service, you agree to comply with Adobe’s Terms of Use at <http://www.adobe.com/misc/terms.html>.

10. Investigations.

Adobe does not generally monitor user activity occurring in connection with the Service. If Adobe becomes aware, however, of any possible violations by you of Sections 6.2 (Your Representations and Warranties Regarding Content), 9.1 (Use Restriction), or any other provision of this Agreement, Adobe reserves the right to investigate such violations, and Adobe may, at its sole discretion, terminate your use of the Service or change, alter or remove Content, in whole or in part, without prior notice to you. If, as a result of such investigation, Adobe believes that criminal activity has occurred, Adobe reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Adobe is entitled, except to the extent prohibited by applicable law, to disclose any information about you in Adobe’s possession in connection with your use of the Service to law enforcement or other government officials, as Adobe in its sole discretion believes to be necessary or appropriate.

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13.3 THE LIMITATIONS ON LIABILITY IN THIS SECTION ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. Nothing contained in this Agreement limits Adobe's liability to you in the event of death or personal injury resulting from Adobe's gross negligence.

14. Survival.

Sections 1, 5–19, and 21 will survive any termination or suspension of this Agreement.

15. Governing Law.

By accessing and using the Service, you and Adobe agree that all matters relating to this Agreement and your access to, or use of, the Service shall be governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if you reside in the United States, Canada, or Mexico; or (b) England, if you reside in any jurisdiction not described in Section 15(a) herein. The respective courts of Santa Clara County, California when California law applies and the competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction, UCITA, or the United Nations Convention on Contracts for the International Sale of Goods, the application of which are expressly excluded.

16. Language.

It is the express wish of the parties that the Agreement and all related documents have been drawn up in English and that the English version of this Agreement shall be the sole version used in interpreting and enforcing this Agreement. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

17. Export Control Laws.

The export and re-export of certain software, Content, and services are controlled by the United States export and re-export laws and regulations (including Export Administration Regulations), and such

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Any questions or complaints regarding the Software shall be directed Adobe Systems Incorporated at 800-945-9120.

18. Connection to the Internet

The Software may cause your Device, without additional notice and on an intermittent or regular basis, automatically to connect to the Internet to facilitate your access to content and services that are provided to you by Adobe. In addition, the Software may, without additional notice, automatically connect to the Internet to update downloadable materials from these online services so as to provide immediate availability of these services even when you are offline. Whenever the Software makes an Internet connection and communicates with an Adobe website, whether automatically or due to explicit user request, the Adobe Privacy Policy (<http://www.adobe.com/go/privacy>) shall apply to that connection or communication. Additionally, unless you are provided with Additional Terms of Use, the Adobe.com Terms of Use (<http://www.adobe.com/go/terms>) shall apply. Please note that the Adobe Privacy Policy allows tracking of website visits and it addresses in detail the topic of tracking and use of cookies, web beacons, and similar devices.

19. Miscellaneous.

You are solely responsible for your familiarity and compliance with any laws that may prohibit you from participating in or using any part of the Service. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, and all other provisions will remain in full force and effect. Adobe's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Adobe in writing. Adobe reserves the right, from time to time, with or without notice to you, to change the terms of this Agreement at our sole discretion. Your rights hereunder may not be assigned or transferred to any third party. This Agreement, including the Privacy Policy, constitutes the entire agreement between you and Adobe and supersedes all prior agreements, representations, and understandings between the parties regarding the subject matter contained herein. Notwithstanding any other provision of this Agreement, Adobe may change, suspend, add, or remove terms and conditions of this Agreement, or cease, change, suspend, add to, or remove the Service or Software, or any portion of the Service or Software, at any time. If any future changes are unacceptable to you, you should discontinue using the Service and Software. Your continued use of the Service and Software following the posting of notice of any such changes to an Adobe web site will indicate your acceptance of the then current Agreement, and of any such changes. In no event will Adobe have any liability as a result of making these changes.

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