

Adobe Fonts Service Additional Terms

Last updated October 15, 2018. Replaces all prior versions.

These Additional Terms govern your use of the Adobe Fonts service and are incorporated by reference into the Adobe General Terms of Use ("**General Terms**") located at www.adobe.com/go/terms (these Additional Terms and the General Terms are collectively referred to as "**Terms**"). Capitalized terms not defined here have the same meaning as defined in the General Terms.

1. **Definitions.**

- 1.1. "**Account**" means the account (including any Adobe ID and user profile) you create when you first register with the Service, including any unique keys or identifiers we provide to you or otherwise use to associate you with your account.
- 1.2. "**Adobe Subscription Plan(s)**" means the free or paid level of membership to any membership or subscription offering from Adobe, including but not limited to the Adobe Creative Cloud and Adobe Document Cloud subscription plans.
- 1.3. "**Agency**" means an individual or commercial business that provides web or graphic design, advertising, marketing, or similar services to its own customers or clients and which services include creating and/or maintaining Media.
- 1.4. "**Computer**" means a virtual or physical device for storing or processing data, such as servers, desktop computers, laptops, mobile devices, Internet-connected devices, and hardware products. Where a device contains more than one virtual environment (including virtual machines and virtual processors), each virtual environment will be counted as a separate Computer.
- 1.5. "**Customer Content**" means the fonts or font families provided separately by you for your Use through the Service pursuant to these Terms.
- 1.6. "**Desktop Font(s)**" means the fonts or font families that we make available to you through the Service that you may synchronize to your Computer and Use for creating Documents.
- 1.7. "**Document(s)**" mean any form of electronic document whether or not publicly distributed that Uses Optimized Fonts, whether or not embedded, including for display or by anyone viewing or accessing the Document.
- 1.8. "**Documentation**" means the explanatory written materials and files or other user documentation that accompanies the Licensed Content, or is published, made available or otherwise provided to you by us, in connection with your Use of the Service.
- 1.9. "**Licensor(s)**" means the third party that licenses to us any of the Licensed Content that we make available for your Use.
- 1.10. "**Licensed Content**" means the Desktop Fonts, Marketplace Fonts, Web Fonts, Web Projects, the Service and all updates thereto.
- 1.11. "**Licensed Fonts**" means the fonts or font families that we license to you through the Service for your Use pursuant to these Additional Terms, and the Marketplace Fonts.

- 1.12. **"Marketplace"** means the portion of the Service through which we and our Licensors offer for direct sale Marketplace Fonts.
- 1.13. **"Marketplace Fonts"** means the fonts or font families that are purchased separately by you through the Service and licensed for your Use subject to our or our Licensor's end-user license terms.
- 1.14. **"Media"** means, individually and collectively, any Document or Website.
- 1.15. **"Publisher"** means the individual or entity that owns or controls the content, other than Licensed Fonts, appearing on or in Media.
- 1.16. **"Reseller Platform"** is any service that allows its customers or clients to choose fonts for websites or other products that it provides on their behalf (e.g., blogging platforms, social network profiles, etc.)
- 1.17. **"Service(s)"** means the Adobe Fonts service, including Marketplace, and all other services, features or content made available from, in, or through any Adobe Fonts service website.
- 1.18. **"Updates and Upgrades"** means any updates, revisions, modifications, or additions that may be made and deployed or provided by us to you at any time to upgrade, augment, or enhance the Service, to the extent not provided under separate terms. We are not liable to you in any way whatsoever for any such changes.
- 1.19. **"Use(s)," "Using", or "Usage"** means any and all use of the Service in connection with download, integration, access, synchronizing, use, or display of the Licensed Fonts.
- 1.20. **"Website(s)"** mean respectively websites, webpages or webpage content that you design, develop, or create, that is published and integrates, accesses, and publicly displays Licensed Fonts Using the Service.
- 1.21. **"Web Fonts"** mean the font or font families that we make available to you through the Service that you may Use to create Websites.
- 1.22. **"Web Project(s)"** means the software package created by you through the Service that comprises your preferred settings, Licensed Fonts choices, and formats, style sheets, and other software code, along with any code that wraps and identifies each Licensed Font and corresponding Publisher and manages and tracks Use of Licensed Fonts in connection with Websites.

2. **Base Terms.**

2.1. **Adobe Subscription Plans and Marketplace Orders.**

(a) The Service includes (1) a free Adobe Subscription Plan; (2) a fee-based (paid) Adobe Subscription Plan, and (3) Marketplace orders that allow you to access Licensed Fonts for Use in your Media. Some paid Adobe Subscription Plans may also include a trial period.

(b) All Adobe Subscription Plans fees and Marketplace orders are exclusive of all taxes, levies, or duties imposed by taxing authorities, which are your responsibility, excluding only United States (federal or state) taxes.

2.2. **Upgrading; Marketplace Orders.**

(a) If you are subscribed to a free Adobe Subscription Plan, you understand that some Licensed Fonts accessible by you may migrate to a paid Adobe Subscription Plan at some point in the future. As a result,

you may be required to upgrade or change your Adobe Subscription Plan selection to continue receiving access to such Licensed Fonts.

(b) If you upgrade from a free Adobe Subscription Plan to a paid Adobe Subscription Plan, then the term of the free Adobe Subscription Plan will end at the time you upgrade, and the applicable fee for the new paid Adobe Subscription Plan will be charged immediately to your credit card.

(c) If You downgrade your paid Adobe Subscription Plan, you acknowledge that doing so might result in the loss of certain features, or a decrease in the Usage capacity or Usage limits associated with your Account. We do not accept any liability for such loss.

(d) If You cancel your paid Adobe Subscription Plan, you will automatically be assigned a free Adobe Subscription Plan. If you convert your paid Adobe Subscription Plan to a free Adobe Subscription Plan and have also acquired Marketplace Fonts, you will continue to have access to the Marketplace Fonts.

(e) Fees for the Marketplace Fonts are subject to change without notice.

3. Your Rights and Obligations; Limitations and Restrictions on Your Use of the Licensed Content.

3.1. Use of the Licensed Fonts by You. Depending on the Marketplace order or Adobe Subscription Plan you select, the Licensed Fonts available for your Use may vary. Some Service features, functionality or categories of Licensed Fonts described in these Additional Terms may not be available with a free Adobe Subscription Plan. Upon registration, access or Use of any portion of the Licensed Fonts, and in accordance with the particular Adobe Subscription Plan you select (and payment of Adobe Subscription Plan fees, if applicable), we grant to you a nonexclusive, non-assignable, non-transferable, limited right and license to access and Use the Licensed Fonts in and in connection with the design and development of Media according to the permissions assigned to the Licensed Fonts on the Adobe Fonts website, and only for as long as you maintain an uninterrupted Adobe Subscription Plan subject to the following:

(a) Desktop Publishing.

You may Use Desktop Fonts to design and develop Documents and you may embed copies of the Desktop Fonts into your Document for the purpose of printing and viewing the document. The font must be subset to include only the glyphs necessary for displaying the work, and the Document must obfuscate or protect its embedded font data from deliberate or inadvertent discovery or misuse. No other embedding rights are implied or permitted under this license.

(b) Website Publishing. If your Licensed Fonts permit Use for website publishing, then:

You may Use the Web Fonts to design and develop your Websites and to create a Web Project for such purposes. You may reference or encode a link to the Web Project within your Website's design. No other web usage is permitted.

3.2. Use of the Licensed Content by Publishers on Whose Behalf You Create Media. Publishers on whose behalf you create Media must subscribe to the Service directly with us for access to the Licensed Content. You may not host the Licensed Content for the Publisher or resell the Service to them.

3.3. Reselling the Service.

(a) If you are an Agency, you have a limited right to provide the Service only in connection with services you provide as an Agency to your own customers or clients only until December 31, 2019. We

may place limits on the number of Media that may be registered with the Service by an Agency, or the scope of services provided to such Agency.

(b) If you are a Reseller Platform, you shall not Use any portion of the Licensed Content without a written license from us.

3.4. **Obligations, Limitations, Restrictions and Prohibited Uses of the Licensed Content.**

(a) **Making copies of Documentation.** You may make copies of the Documentation, but no more than the amount reasonably necessary for your internal reference in connection with your Use of the Licensed Content.

(b) **Continuing access to the Licensed Content.** On-going access to the Licensed Content may require a recurring Internet connection to Use or activate the Licensed Content, or to authorize, renew or validate your access to the Licensed Content. In some cases, the Licensed Fonts that you design into Media will be viewable by you and by third parties that access or view the Media only for as long as you maintain an uninterrupted subscription plan (including payment of all Adobe Subscription Plan fees, if applicable).

(c) **Included open source components.** Portions of the Licensed Content may use or contain open source software components and software programs. Your Use of such Licensed Content will be additionally governed by the terms of any open source license specified in the copyright files or license notices accompanying the Licensed Content.

(d) **Preserve existing notices.** The Licensed Content may be provided to you with certain proprietary notices, including patent, copyright, and trademark notices. You must preserve exactly as provided (and not remove or alter) all such proprietary notices displayed in or on the Licensed Content.

(e) **Prohibited Uses of the Licensed Content.** Except as may be permitted pursuant to any open source license terms applicable to certain open source components that may be included in or distributed with the Licensed Content, you are expressly prohibited from:

(i) Hosting the Licensed Content on your own server or other self-hosting option or service;

(ii) Including, bundling, embedding, or otherwise distributing any Licensed Fonts within your Media, or sublicensing your access to Use any part of the Licensed Content to any other person, except as described in section 3.1 of these Additional Terms;

(iii) Allowing external output of the Licensed Fonts from within your Media, or distributing any portion of the Licensed Fonts on a standalone basis or in any way that would allow another person to Use the Licensed Fonts to author new content;

(iv) Adding any functionality to, or otherwise changing, altering, adapting, translating, converting, modifying, creating, or making or having made any derivative works of any portion of the Licensed Fonts;

(v) Disassembling, decompiling, reverse engineering, or otherwise attempting to discover the source code of a Web Project, or Licensed Fonts, or defeat, bypass, or otherwise circumvent any software protection mechanisms in a Web Project, or Licensed Fonts, except to the extent applicable laws of the jurisdiction where you are located specifically prohibit such restrictions. You must first request the information from us and we may, in our discretion, either provide the information to you or impose reasonable conditions, including reasonable fees, on your Use of the Licensed Fonts to ensure that our and our Licensor's Intellectual Property Rights in the Licensed Content are protected;

(vi) Assigning, granting a security interest in or over, or otherwise transferring any part of your rights to Use the Licensed Fonts;

(vii) Attempting to copy, move or remove Licensed Fonts from a Web Project, or the locations or folders on your Computer where we have installed such Licensed Fonts, or otherwise attempting to access or Use the Licensed Fonts other than by subscribing directly to the Service Using the means we provide for such purposes;

(viii) Copying or distributing the Licensed Fonts (except as expressly permitted for Licensed Fonts embedded in certain types of Media according to section 3.1(a) of these Additional Terms) for Use in a service bureau arrangement, like with a commercial printing service provider;

(ix) Sharing access to Desktop Fonts that have been synchronized to your Computer, and

(x) Rendering, manufacturing or capturing glyphs, in whole or in part, to be used as a font or typesetting system.

(f) **Compliance with these Additional Terms.** Upon reasonable notice, we may request records relevant to your compliance with these Additional Terms and you agree to provide such records to us within thirty (30) days of receipt of our request.

3.5. Rights You Grant to Us for Customer Content You Make Available Through the Service. You may have occasion to provide Customer Content to us for hosting through, Using, or in connection with, the Licensed Content, or Media. While we do not claim ownership of your Customer Content, we need certain rights from you to respond to your requests and to facilitate Use of the Service by you and others.

(a) For Customer Content you provide to us for hosting through the Service, you grant to us a worldwide, nonexclusive, transferable, royalty-free, and fully paid up license to access, use, copy, edit, adapt, translate, reformat, reproduce, publish, transmit, distribute, publicly perform, and publicly display the Customer Content, including a nonexclusive, sublicensable right and license to all Intellectual Property Rights in and to the Customer Content, and the designs embodied in them, to apply our proprietary outline hinting and smoothing customizations, programmatic encoding rules and instructions, obfuscation, segmentation and subsetting techniques, algorithms, and other processes, as well as all related resources and documentation (collectively, "**Adobe Font Optimizations**") necessary to modify and convert the Customer Content to multiple formats so that they may be used, reproduced, displayed, published, hosted and distributed by us through the Service in connection with Media; and

(b) You represent and warrant that you have not entered into any agreements or other arrangements that would prevent you from granting the rights granted in this section.

(c) You will indemnify, defend and hold harmless Adobe and its officers, agents, employees and affiliates from and against any claims, demands or causes of action and any and all liabilities, costs, and expenses (including reasonable attorneys' fees) related to or arising from Customer Content you provide to us to facilitate your Use of the Service.

(d) You retain rights to Customer Content you provide to us for hosting on or through the Service. You acknowledge and agree that all Adobe Font Optimizations applied by us to the Customer Content are owned by us. For the avoidance of doubt, we own all Intellectual Property Rights that are embedded in the Adobe Font Optimizations, modifications, and other work done by us to convert the Customer Content to multiple formats so that they may be distributed on and through the Service and Used in multiple environments.

4. **Other Rights and Obligations.**

4.1. **Support.** Technical support is provided only to paid Adobe Subscription Plan participants. To provide technical support, we may need to communicate with you or your staff and request access to your systems or networks. If you do not provide cooperation, it may limit the scope of support we can provide to you.

4.2. **Termination.**

(a) You acknowledge and agree that we obtain Licensed Content from content Licensors who own or have rights to license them. Your right and license to Use these fonts and to incorporate them into Media are dependent upon the continued enforceability of any agreements between us and our content Licensors. If the relevant agreements between us and our content Licensors terminate, you will still be able to use the fonts in your Media, unless we provide you with notice of termination. We will endeavor to provide you with notice in a reasonable amount of time prior to any such termination.

(b) We, in our sole discretion, may temporarily or permanently suspend your Account if we determine instances of abuse, excessively frequent requests to the Service, or other excessive Use of the Service.

(c) Any attempt to interfere with the operation of the Licensed Content in any way may carry criminal penalties and be subject to investigation and prosecution.

4.3. **Refunds.** There will be no refunds for cancellation, downgrade, or other changes made to either pre-paid Adobe Subscription Plans or to Marketplace orders.

4.4. **Effect of Termination or Cancellation.**

(a) Upon termination of your Account, whether by you, or by us due your breach of these Additional Terms, we will close your Account without further notice.

(b) Termination or cancellation of your Account will result in the immediate deactivation or deletion of your Account and the forfeiture and deletion of all content in your Account, including your entire Service configuration and website design data, and once deleted, this information cannot be recovered or retrieved.