

Document Cloud (including Adobe Sign) Additional Terms of Use

Last updated June 5, 2018. Replaces all prior versions.

These Additional Terms govern your use of Document Cloud (including Adobe Sign) 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 "**Information**" means personally identifiable information.

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

2. **Use of the Services.** Subject to your compliance with these Additional Terms, you may access and use the Services that we make available, and that are licensed by you. If you use features of the Products and Services in conjunction with third party products, services, platforms, or data, whether resold to you by us or not, then you are responsible for complying with the terms and conditions required by the third-party providers, if any, and all such use is at your sole risk. Our collection and use of information in connection with any Document Cloud services is controlled by the Adobe Privacy Policy (<http://www.adobe.com/go/privacy>).

3. Term and Termination.

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

3.2 In addition to the sections set forth in the "Survival" section of the Terms, the following sections of these Additional Terms will survive any expiration or termination of these Additional Terms: 1, 3.2, 4, and 6.5.

4. Information of Participants.

4.1 **Your Responsibilities.** As between us and you, you are solely responsible for all Information of Participants used and submitted in connection with the Services. You must:

- (a) comply with all data protection and privacy laws and rules applicable to Information of Participants;
- (b) obtain and maintain consent from Participants to your access, use, or disclosure of Information of Participants;
- (c) obtain all authorizations from Participants required to enable us to provide the Services; and
- (d) defend, indemnify, and hold us harmless from any claim, suit or proceeding brought against us by a Participant in connection with any acts or omissions with regards to Information of Participants.

4.2 **Sensitive Information of Participants.** In addition to your responsibilities set forth in section 4.1 above, you specifically acknowledge and agree that you are solely responsible for compliance with:

- (a) the Children's Online Privacy Protection Act of 1998 ("**COPPA**") including not collecting information from children under the age of thirteen (13) without first obtaining parental consent;

(b) the Health Insurance Portability and Accountability Act (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health (“**HITECH**”). We are not acting on your behalf as a Business Associate as that term is defined in HIPAA when providing the Services to you; and

(c) data protection and privacy laws and rules applicable to any other sensitive information, including but not limited to social security numbers, credit card numbers, drivers’ license numbers, and bank account information, obtained or used in connection with use of the Services by you and Participants.

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

5. Service Specific Terms. The terms in this section 5 apply only to the specific offerings set forth in this section 5. In the event of a conflict between the terms of this section 5 and any other terms and conditions of these Additional Terms, the terms of this section 5 will govern, but only to the extent necessary to resolve that conflict.

5.1 Document Cloud Web Services. This section 5.1 applies to you only if you are a developer who accesses the pre-release versions of the Document Cloud APIs made available to you from time to time by us in connection with Document Cloud (“**Web Services**”).

(a) **License to Web Services.** Subject to the terms and conditions of these Additional Terms, we grant you a limited, revocable, non-exclusive, non-transferable license to (a) view the documentation made available to you by us on the Web Services page, (“**Web Services Documentation**”); and (b) call to and use the Web Services in accordance with the Web Services Documentation and the terms of these Additional Terms. We may terminate the license(s) granted in this section 5.1(a) at any time at our sole discretion.

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

(i) On your website application that calls to the Web Services (“**Your Application**”), you will prominently display “Powered by Document Cloud” (“**Notice**”). The names “Adobe” and “Document Cloud” (“**Trademarks**”) are registered trademarks of Adobe, and you acknowledge that your use of the Trademark will not create in you, nor will you represent you have, any right, title or interest in or to the Trademark. You will display the Notice in accordance with Adobe’s trademark guidelines, which are currently found at <http://www.adobe.com/go/TMGuidelines>. If we reasonably believe that you have not complied with Adobe’s trademark guidelines, we reserve the right to require you to immediately modify your usage of the Notice in order to comply with this section 5.1(b)(i), or to terminate such usage;

(ii) You will display a privacy policy in the footer of each Web page of Your Application that will detail information about how you collect, use, store, and disclose data and Information collected from anyone who uses your Application (“**Visitors**”), including notice, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from Visitors and may place or recognize cookies on Visitors’ browsers;

(iii) You will not attempt to conceal or misrepresent your identity or Your Application’s identity when requesting authorization from us to use the Web Services or the Web Services Documentation;

(iv) You will require Visitors to create an Adobe ID account prior to using Your Application;

(v) You will not store Visitor content on your Document Cloud account on behalf of any Visitor; and

(vi) You will not sell, lease, or sublicense the Web Services or the Web Services Documentation or obtain access thereto to derive revenue from the use or provision of the Web Services or the Web Services Documentation,

whether for direct commercial benefit, monetary gain or otherwise, unless you obtain our express prior written consent in the manner set forth in section 5.1(c).

(c) **Commercial Developer Applications.** You may request permission from us for exemption from section 5.1(b)(vi) by contacting us at developer@acrobat.com. Please provide a detailed description of your Application and your intended use of the Web Services and Web Services Documentation. We will review requests and may provide an exemption in writing from section 5.1(b)(vi) on a case by case basis at our sole discretion. If we grant you an exemption from section 5.1(b)(vi), that exemption may be subject to your compliance with additional requirements set forth by us.

5.2 **Group Offerings.** This section 5.2 applies to you only if you obtained a subscription(s) to the Services on behalf of a third party or a third party obtained a subscription on your behalf ("**Group Offering**").

(a) **Information of Third Party Individuals.** If you obtained a subscription to the Services on behalf of a third party, you represent and warrant you have all rights and permissions necessary to provide any Information of those third parties to us, and you will defend, indemnify, and hold harmless us from any claim, suit or proceeding brought against us by that third party.

(b) **Group Use.** If you obtained a subscription to the Services on behalf of any third party, you understand that any content stored as part of the third party's Services account may not be deleted when the subscription to the Services terminates. It is your sole responsibility to ensure that the third party deletes any content that you own from the third party's Services account.

5.3 **Promotional Programs.** This section 5.3 applies to you only if we have granted you special access privileges to the Services under a special program (each, a "**Promotional Program**"). Your right to use the Services under a Promotional Program will terminate immediately upon expiration of the limited time period specified in that Promotional Program. In addition, we reserve the right to discontinue or suspend any Promotional Program or your use of the Services under a Promotional Program at any time for any or no reason. Your rights and the rights of Participants to access content submitted to your account and processed by the Services under a Promotional Program may terminate immediately upon termination of your use of the Services.

5.4 **Send.** When you send a file using Adobe Send, the file will be automatically uploaded to Adobe's server, and we will notify your Participants when the file is ready for access and/or download. Your recipients can access and/or download your file by clicking on a link within the email we send to your recipients. We may collect information regarding the receipt and use by a recipient of an Adobe Send file, and we may share that information with you. It is your sole responsibility to notify Participants of the collection and sharing of that information.

5.5 **Adobe Review Service.** When you share a file using Adobe review service, the file will be automatically uploaded to Adobe's server, and your Participants will be notified when the file is ready for access and download. Your Participants can access and download your file by clicking on a link within the email we send to your Participants and entering the review service. We may collect and store Content and Information from Participants in connection with their use of the review service, and we may share that data with you and other Participants. It is your sole responsibility to notify Participants of the collection and sharing of that data.

5.6 **Adobe Document Cloud Services.** We scan any content you make available to the Services to help provide the Services (for instance, to enable full text searches of your content). As part of the Services, we also collect information about how you interact with content and aggregates it with similar behavioral data from other users ("**Aggregate Behavioral Data**"). We use Aggregate Behavioral Data to provide and improve the Services and other Adobe products and services.

By making your content available to the Services, you consent to us scanning your content and collection, processing and use of Aggregate Behavioral Data to provide and improve the Services and other Adobe products and services.

6. Adobe Sign. Adobe Sign enables authorized users to electronically send, sign, track, and manage Electronic Documents. If your license to the Services includes Adobe Sign, then the terms of this Section 6 also apply.

6.1 Definitions Applicable to Adobe Sign:

- (a) **"Audit Log"** means certain information recorded by us regarding the signing workflow of a particular Electronic Document processed using Adobe Sign. The audit log may include the date and time an Electronic Document was created, sent; signed, declined, or otherwise modified or an End User's geographic location as determined by browser or device.
- (b) **"Customer Data"** means any data or information not supplied by us that you or End Users import into Adobe Sign or transmit via your Adobe Sign account.
- (c) **"Electronic Document"** means any document uploaded in the Adobe Sign service.
- (d) **"Electronic Signature"** means the capability of the Adobe Sign service to include an electronic sound, symbol, or process attached to or logically associated with an Electronic Document and executed or adopted by a person with the intent to sign the Electronic Document.
- (e) **"End User"** means any individual or company that receives, reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via your Adobe Sign account.
- (f) **"Report"** means any graphical or numerical display of Customer Data that contains Adobe's proprietary design, look and feel, which is generated by the Adobe Sign service, including Audit Logs.
- (g) **"Transaction"** means each time an Electronic Document, or collection of related Electronic Documents up to 10 MB or 100 pages are sent to an End User through the Adobe Sign service.

6.2 Adobe Sign Terms. Subject to your compliance with all applicable terms and your payment of fees, we grant you, during the License Term, a non-transferable, non-exclusive and worldwide license to: (a) access the Adobe Sign service through the applicable interfaces; and (b) use and distribute Reports internally within your business, solely for your use of the Adobe Sign service for your internal operations. Unless your applicable ordering documentation identifies another Transaction limit, the following Transaction limits apply to your Adobe Sign service license: During each 12-month license period, each licensed user is permitted to send up to 150 Transactions. Transactions for a given customer account are aggregated among all licensed users, and do not carry over from one 12-month license period to the next. ("**Use Limitations**").

6.3 Customer Usage and Consent. You may use the Adobe Sign service solely for your own business purposes and will not make your password available to any third party. You agree that your use of the Adobe Sign services is governed by the laws, policies and regulations of individual countries, regions and industries, and it is your responsibility abide by those, laws, policies and regulations. You agree that you will rely on independent legal counsel to determine the viability of electronic signatures for your organization.

6.4 License Grant from Customer. You grant us and our affiliates, during the License Term, a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store and display Customer Data, solely to the extent necessary to provide the Adobe Sign service and Reports to you and enforce our rights under these Additional Terms. You grant us and our affiliates a non-exclusive, perpetual, worldwide and royalty-free license to use, copy, transmit, publish, display, distribute, and aggregate (including combination with similar data of other customers of our or our Affiliates) any anonymous information derived from Customer Data, such as web browser, screen resolution and mobile device type information. Such anonymous data does not include personal information of you or End Users or any data derived from the contents of an Electronic Document.

6.5 End User Terms and Conditions. The use of the Adobe Sign service is conditioned on each End User accepting of the terms of use presented when using the service, including the Consumer Disclosure and Consent terms currently located at <http://secure.echosign.com/public/static/consumerDisclosure.jsp>.

6.6 Storage and Retention of Customer Data. We will store Customer Data so long as the size of that storage does not exceed the amount of storage associated with your account, if any. We may create reasonable limits on the use

and storage of Customer Data, such as limits on file size, storage space, and other technical limits. Customer Data may be deleted if you fail to pay fees due, or if required by law. In the event we delete Customer Data pursuant to this section 6.6, we will use commercially reasonable efforts to allow you to transition Customer Data out of the Adobe Sign service. You agree that you are solely responsible for complying with all applicable document retention laws and regulations including any duty to provide notice to third parties about retention or deletion of documents.

6.7 Customer Security. You are responsible for configuring and using the security features of the Adobe Sign service to meet your obligations to End Users under applicable privacy, security, and data protection laws. You are responsible for the security of Electronic Documents that are emailed to End Users from the Adobe Sign service, downloaded from the Adobe Sign service, or which are transferred to a non-Adobe system via a third-party integration feature of the Adobe Sign service. We are not liable for damages arising out of unauthorized access to your account or to Customer Data if you fail to follow secure password composition, management, and protection practices for your account. We will maintain commercially reasonable administrative, physical, and technical safeguards to help protect the security, confidentiality, and integrity of Customer Data that is under our direct control within the Adobe Sign service.

6.8 Payment Card Industry Data Security Standards ("PCI DSS"). The Payment Card Industry Data Security Standard (PCI DSS) prohibits the transmission of any Account Data (including Cardholder Data, Card Verification Code or Value) using the fax signature capability. PCI DSS also prohibits using the Adobe Sign service to store Sensitive Authentication Data, including Card Verification Code or Value after authorization, even if encrypted. Capitalized terms in this section are defined in the PCI DSS.

6.9 Digital Certificates. The services may include technology that allows Customer to enable certain features of electronic signatures or PDF documents through the use of digital credentials ("**Key**"). Customer may not access, attempt to access, control, disable, remove, use, or distribute the Key for any purpose. Digital certificates may be issued by third party certificate authorities, or can be self-signed. Customer is solely responsible for deciding whether or not to rely on a certificate and for the purchase, use, and reliance upon digital certificates.