

## 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](http://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.