

Adobe Acrobat Services (DC APIs) Product Specific Terms

Published November 19, 2024.

These Product Specific Terms govern your use of Adobe Acrobat Services and are incorporated by reference into the Adobe General Terms of Use ("**General Terms**") located at www.adobe.com/go/terms. These Product Specific 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. In the event of a conflict between the General Terms and these Product Specific Terms, these Product Specific Terms shall govern.

These Product Specific Terms govern a Business's access and use of the Document Cloud Services. If you are accessing and using the Document Cloud SDKs or APIs through Free Tier credentials from Adobe's developer site, the Adobe Developer Terms of Use will govern your access and use, and not these Product Specific Terms.

1. Definitions.

1.1 "**API**" means the application programming interface, which is a set of routines, protocols, and tools that specify how software components interact. APIs may be specified in header files, JAR files, the SDK plug-in APIs as defined in the header files and demonstrated in plug-in example code and related information in object code format, and/or as libraries that Adobe has included as part of the SDK to integrate unmodified with Your Software that interoperate with the Document Cloud Services.

1.2 "**Document**" means the resulting digital output from an Operation.

1.3 "**Document Cloud Services**" means certain document solutions made generally available by Adobe that permits use and access to a wide range of PDF functionalities and other document capabilities via SDKs and Service API, including without limitation PDF Services API.

1.4 "**Document Transaction**" means an initial endpoint request (i.e., API call) for executing an Operation that produces a Document. For purposes of a Document Transaction, a "**page**" means the segmented or separated sheets of a Document, in any particular file type (e.g., DOCX, PPTX, PDF, etc.), as if rendered as physical print output.

1.5 "**Operation**" means any of the Document Cloud Services functionalities and capabilities available on the Document Transaction table (located at www.adobe.com/go/dcsdk_doc_services_meter or its successor site), and subject to the metrics and usage limits therein.

1.6 "**SDK(s)**" mean the software development kit(s) that are made generally available by Adobe for the Document Cloud Services via the Adobe developer portal located at <https://developer.adobe.com/> or its successor site.

1.7 "**Service API(s)**" mean the API(s) for calling or making requests to the Document Cloud Services that are made generally available by Adobe via the Adobe developer portal located at <https://developer.adobe.com/> or its successor site.

1.8 "**Your Software**" means any software applications, programs, or other technologies that you develop using SDK(s) or Service API(s), and that (A) are intended to access, function or interoperate with the Document Cloud Services, and (B) add substantial functionality and value beyond the Document Cloud Services itself. For the avoidance of doubt, Your Software may be comprised of your hosted service that interoperates with the Document Cloud Services.

1.9 "**Your User**" means any individual who uses Your Software or has an account that has been enabled to indirectly access and use the Document Cloud Services through Your Software.

2. Term and Termination.

2.1 These Product Specific Terms will apply until terminated by either you or us, as set forth in the Terms.

2.2 In addition to the "Survival" provisions of the General Terms, provisions regarding term and termination, service-specific terms, security, and your obligations with respect to personal information of end users will survive any expiration or termination of the Terms.

3. Personal Information of Your Users.

3.1 **Your Responsibilities.** As between us and you, you are solely responsible for all personal information of Your Users used and submitted in connection with the Document Cloud Services. You must:

- (A) comply with all data protection and privacy laws and regulations applicable to personal information of Your Users, including obtaining and maintaining consent, where required; and
- (B) indemnify from any claim, suit or proceeding brought against us by a third party or an Your User in connection with any acts or omissions with regards to personal information of Your Users.

3.2 Sensitive Personal Information of Your Users. The Sensitive Personal Information section of the General Terms does not apply to the contents of files you upload to, or process with, the Document Cloud Services. In connection with your use of the Document Cloud Services:

- (A) You are solely responsible for compliance with any applicable privacy laws and regulations governing the processing of Sensitive Personal Information. We may, as your service provider, provide some functionality within the Document Cloud Services to help you comply with requirements, but you are responsible for implementing compliant functionality;
- (B) You are solely responsible for compliance with the Children’s Online Privacy Protection Act of 1998, if applicable, including not collecting information from children under the age of thirteen without first obtaining parental consent;
- (C) You must not collect, process, or store any protected health information, electronic or otherwise, pursuant to the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health; and
- (D) You are solely responsible for compliance with the Payment Card Industry Data Security Standard (“PCI DSS”), if applicable. PCI DSS prohibits using the Document Cloud Services 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.

4. License Grant and Restrictions.

4.1 License Grant.

(A) Adobe grants you, during your license term, a non-exclusive, non-transferable license to use the Document Cloud Services (including SDKs and Service APIs) for the sole purpose of building integration(s) with Your Software for Your Users, where certain functionality and capability of the Document Cloud Services is embedded and/or integrated within Your Software.

(B) During your license term, you will be granted access to the Document Cloud Services for the purchased Licensed Transactions, subject to the Operations metrics table and usage limits located at <https://developer.adobe.com/document-services/docs/overview/limits/>. Any Document Transactions used during the license term in excess of the Licensed Transactions must be purchased in advance. “**Licensed Transactions**” means the quantity of Document Transactions you have licensed.

4.2 License Restrictions. The scope of the license is limited by the following requirements and restrictions:

- (A) You are prohibited from distributing, hosting, sublicensing, offering, permitting access or making available the Document Cloud Services or any of its components as a stand-alone application, product, or service. You may not permit Your Users to use the SDKs, Services API(s), and the Document Cloud Services outside of Your Software.
- (B) You must use a supported version of the SDKs and Service APIs. When notified by Adobe that there is a release of an update or patch to the SDKs or Service APIs, you will promptly implement and use the most current version of the SDKs or Service APIs, as applicable, at Your cost and expense. Failure to implement and use a supported version will result in disabled Service APIs within Your Software or increased security vulnerability.

5. Security.

5.1 Your Responsibilities. You are responsible for configuring and using the security features of the Document Cloud Services to meet your obligations to Your Users under applicable privacy, security, and data protection laws and regulations. You are responsible for the security of files that are emailed to Your Users from the Document Cloud Services, downloaded from the Document Cloud Services, or which are transferred to a non-Adobe system via an integration feature of the Document Cloud Services. We will maintain commercially reasonable administrative, physical, and technical safeguards to help protect the security, confidentiality, and integrity of your Content that is under our direct control within the Document Cloud Services.

5.2 Compliance Certifications. The compliance certifications for the Document Cloud Services can be found at <https://www.adobe.com/trust/compliance/compliance-list.html> or its successor website. If your Content is required to be processed or stored in accordance with the requirements of specific compliance certifications, standards, or regulations, you may only use the Document Cloud Services to process or store that Content if the required compliance certifications, standards, or regulations are listed at the website above. For the listed compliance certifications, standards, or regulations, the Document Cloud Services can be used in a way that assists you in meeting your legal obligations, including without limitation as it relates to the use of service providers. You are solely responsible for (a) verifying that the Document Cloud Services meet all requirements applicable to your Content and (b) complying with any legal obligations applicable to your Content.

6. Maintenance and Support. SDK and Services API support for Document Cloud Services is governed by its versioning and support policy located at: http://www.adobe.com/go/dcsdk_doc_services_version.

7. Your User Acceptance of Adobe Developer Terms. When you create developer credential(s) for Your User(s) to access and use the Adobe developer portal, then you agree that such User has the authority to accept the Adobe Developer Terms of Use on behalf of your organization.

8. Miscellaneous.

8.1 Regional Service Limitations. Unless use in a Restricted Country is specifically authorized by Adobe, you are not permitted to use the Document Cloud Services in any Restricted Country. “**Restricted Country**” means mainland China, Russia, and any other country where access or usage is restricted by local laws.

8.2 Throttling. You agree to work with Adobe to create a plan to manage any spikes in demand for system resources driven by your use (“**Spikes**”). This includes without limitation when Adobe believes that the number of Service API calls may adversely impact the Document Cloud Services. In the absence of such collaboration, you agree that Adobe may throttle or otherwise queue your Document Cloud Services-related transactions to manage any Spikes.

8.3 Notices. You will retain and/or reproduce any Adobe copyright notices, disclaimers, or other proprietary notices or attribution statements (as they may appear in the SDKs or documentation provided as part of the Document Cloud Services) in all copies, modifications, or integrations of the Document Cloud Services, as such language is found in a “Readme” file or “License” file or the Third-Party License Terms at http://www.adobe.com/products/eula/third_party.html.

8.4 No Endorsement. You will not represent to any third party that Adobe has endorsed, warranted or guaranteed the performance of Your Software, including any related product or service. You agree that you have no expectation that you will obtain any anticipated amount of revenue, sales or other compensation as a result of entering into these Terms. On termination of these Terms, Adobe will not be liable for any compensation, reimbursement, damages, lost profits, or other payments arising from anticipated sales, expenditures, investments, leases, or other commitments.

8.5 API Credentials. You are responsible for taking reasonable steps to maintain the security and control of its API credentials. Adobe assumes no responsibility for any loss that You may sustain due to a compromise of Your API credentials.