Adobe Express Product Specific Terms

Updated October 7, 2024. Replaces all prior versions.

These Product Specific Terms govern your use of Adobe Express and are incorporated by reference into the Adobe General Terms of Use ("**General Terms**") located at <u>www.adobe.com/go/terms</u> (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.

1. Third-Party Services. Adobe Express includes features that allow you to use and search for content from independent third-party services from within the Adobe Express user interface and import such content directly into your Customer Project (as defined below). Some third- party services or content may be offered for personal, non-commercial use only. For more information, please visit Image Use Rights: <u>https://www.adobe.com/go/express-imageusage</u>. For clarity, all other requirements in the General Terms regarding use of third-party providers apply.

2. Personal Information of Adobe Express Visitors. As between us and you, you are solely responsible for all personal information that you may collect from visitors to your Customer Projects when such visitors view, access, or use your Customer Projects. "Customer Projects" mean the projects you create using Adobe Express such as videos, web pages and graphics. You must:

(A) comply with all data protection and privacy laws and rules applicable to personal information of visitors to your Customer Projects, which may include making a privacy policy available on or with your Customer Projects, presenting a cookie banner, obtaining and maintaining consent, etc.; and

(B) defend, indemnify, and hold us harmless from any claim, suit, or proceeding brought against us by visitors to your Customer Projects in connection with any acts or omissions with regards to personal information of such visitors.

3. Content Files that are Adobe Stock Assets. This section only applies to Content Files that are also Adobe Stock assets and is in addition to the Adobe Stock Product Specific Terms. We may impose technical limitations on downloading, exporting, or sharing of Adobe Stock assets, including limiting use of Adobe Stock assets to within authorized Software and Services, and you must not attempt to circumvent these technical limitations. For any Adobe Stock assets that are offered under a "Limited License", you must not incorporate the asset into merchandise or template files intended for sale or distribution outside of Adobe Software and Services unless the End Use is an original work of authorship.

4. Third-Party Platforms.

4.1 Adobe Express includes features, such as social media post planner, that can connect to third-party platforms, e.g., Instagram or other social media platforms. By enabling use of the Services with any third-party platforms, you authorize us to access your accounts with such third-party platforms for the purposes described in these Terms. You are solely responsible for complying with any relevant terms and conditions of the third-party platforms. We do not guarantee that we will maintain integrations with any third-party platform and we may disable integrations of the Services with any third-party platform at any time without notice to you.

4.2 We are not responsible for any access to or use of your Content by third-party platforms or their products or services. You are solely responsible for your decision to permit any third-party platform to use your Content. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD-PARTY PLATFORM PRODUCTS OR SERVICES (WHETHER SUPPORT, AVAILABILITY, SECURITY OR OTHERWISE) OR FOR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY PLATFORM.