

## Adobe Generative AI Additional Terms

Effective as of March 5, 2024.

These Additional Terms and the [Adobe Generative AI User Guidelines](https://www.adobe.com/go/adobe-gen-ai-user-guidelines) located at [www.adobe.com/go/adobe-gen-ai-user-guidelines](https://www.adobe.com/go/adobe-gen-ai-user-guidelines) (“**Guidelines**”) govern your use of generative AI features in our Services and Software and are incorporated by reference into the [Adobe General Terms of Use](https://www.adobe.com/go/terms) (“**General Terms**”) located at [www.adobe.com/go/terms](https://www.adobe.com/go/terms) (these Additional Terms, the Guidelines, 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. **Generating Content.** When you use generative AI features, you may be asked to input or upload content, such as an audio file, video file, document, image, or text (including any output parameters, such as aspect ratio, style, etc.) (collectively, “**Input**”). The Input will be used by the Services and Software to generate an output, such as an image, text, text effects, vector graphic file, audio file, or video file, which will be provided within the Services and Software (“**Output**”). The Input and Output are your Content (and are not Content Files or Sample Files) and all provisions governing Content in the Terms apply to the Input and Output. The generative AI features, Input, and Output must be used in accordance with the Terms, which may be modified from time to time. Adobe reserves the right to throttle, limit, disable, suspend, or terminate your right to use or access the generative AI features at any time in our sole discretion without prior notice to you.
2. **Input.** You are solely responsible for your Input. You must not submit any Input that: (a) includes trademarks or other materials protected by third-party Intellectual Property Rights, unless you have sufficient rights in such materials; (b) is intended to generate Output that is substantially similar to a third party’s copyrighted work or is otherwise protected by third-party Intellectual Property Rights, unless you have sufficient rights in such work; (c) contains personal information unless you comply with all data protection and privacy laws and regulations applicable to the personal information, including providing privacy notices and obtaining consent, where required; (d) violates applicable law; or (e) violates the Terms. We may automatically block your Input, in our sole discretion, if we believe it violates the rights of a third party, applicable law, or the Terms.
3. **Output.**
  - 3.1. **Your Responsibilities.** You are solely responsible for the creation and use of the Output and for ensuring the Output complies with the Terms; however, we may use available technologies, vendors, or processes to screen for and block Output that may violate applicable law, the rights of a third party, or the Terms, before the Output may be delivered to you. Adobe disclaims all warranties, express or implied, regarding the Output, including any implied warranties that the Output will not violate the rights of a third party or any applicable law. In addition, you must not remove or alter any watermarks or Content Authenticity Initiative metadata (e.g., Content Credentials) that may be generated with the Output, or otherwise attempt to mislead others about the origin of the Output. See [contentauthenticity.org](https://contentauthenticity.org) for more information.
  - 3.2. **Suitability of Output.** Use of generative AI features may produce Output that is unexpected or unsuitable for some users. The Output may not be unique and other users of generative AI features may generate the same or similar Output. The Output may not be protectable by Intellectual Property Rights.
  - 3.3. **No AI/ML Training.** You must not, and must not allow third parties to, use any content, data, output or other information received or derived from any generative AI features, including any Outputs, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.
  - 3.4. **Exceptions.** Subject to your compliance with the Terms, section 8.2 (Indemnification) of the General Terms does not apply to non-text Output generated from text-based Inputs. For example, section 8.2

does not apply to an image Output resulting from a text-based Input provided to the Adobe Firefly [text to image](#) feature.

4. **Licenses to Adobe.** The following license grants apply when you use Firefly generative AI features.
  - 4.1. **Text-based Inputs by Free Users.** If you do not currently have a paid subscription to Services and Software and submit a text-based Input (including any design settings, such as style) to a generative AI feature, you grant us a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, distribute, modify, sublicense, create derivative works based on, publicly display, publicly perform, or translate both the submitted Input and any corresponding Outputs for any purpose. For example, we could make your Inputs and Outputs publicly available to other users and allow those users to use the Inputs or Outputs to create their own content. This license survives termination or expiration of the Terms. If you do not want to grant us this license, you should purchase a paid subscription to Services and Software.
  - 4.2. **Firefly Gallery.** In addition to the foregoing, if you submit Output to the Firefly gallery, which is a feature of [firefly.adobe.com](#), you grant us a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, distribute, modify, sublicense, create derivative works based on, publicly display, publicly perform, or translate both the submitted Output and the corresponding Input for marketing purposes and to allow other Firefly users to use said Input and Output to generate their own Output.
5. **Generative Credit Add-on Subscription.** For customers with a Generative Credit Add-on subscription ("Gen AI Add-on Subscription") through VIP, VIP Marketplace, or VIP Custom, this section 5 applies. Your Software and Services may include generative AI features which may require generative credits. Generative credits allow you to generate Outputs based on the Inputs you provide to certain generative AI features. The number of credits required will vary based on the type of generative feature used and the type or number of Outputs that are generated (learn more [here](#)). During your Gen AI Add-on Subscription, the number of generative credits reflected in the subscription you have purchased expire on a monthly cadence that aligns to your Anniversary Date. Each month, your account will be reset at the same number of generative credits for the duration of your Gen AI Add-on Subscription. Unused generative credits do not rollover. Any Gen AI Add-on Subscription does not count towards a Select or Volume Discount Level.
6. **Firefly Output Indemnification.** This section 6 only applies if you: (1) are a Creative Cloud for teams customer and (2) have purchased a Creative Cloud Pro Edition plan that comes with Firefly Output indemnification ("**Eligible Plan**").
  - 6.1. **Definitions**
    - 6.1.1. "**Affiliate**" means, for an entity, any other entity that controls, is controlled by, or is under common control with, that entity. For purposes of this definition, the term "control" means the direct or indirect power to direct the affairs of an entity through a least 50% of the shares, voting rights, participation, or economic interest in that entity.
    - 6.1.2. "**Eligible Firefly Features**" means the Firefly features listed in the Firefly Product Description.
    - 6.1.3. "**Eligible Firefly Surfaces**" means the Services and Software listed in the Firefly Product Description that provide access to Eligible Firefly Features, which may be updated by Adobe from time to time.
    - 6.1.4. "**Export Event**" means that a user provisioned under an Eligible Plan has performed an action regarding a Firefly Output within an Eligible Firefly Surface as listed in the Firefly Product Description, which may be updated by Adobe from time to time.

6.1.5. **“Firefly Product Description”** means the description located at [helpx.adobe.com/legal/product-descriptions/adobe-firefly.html](https://helpx.adobe.com/legal/product-descriptions/adobe-firefly.html) (or successor URL), which may be updated by Adobe from time.

6.1.6. **“Indemnified Firefly Output”** means Output generated in response to an Input when using an Eligible Firefly Feature on an Eligible Firefly Surface and provided to the user after an Export Event.

6.2. **Our Duty to Indemnify.** Provided that the Indemnified Firefly Output is used in accordance with the Terms, and subject to section 6.3 (Conditions to Indemnification), we will defend any third-party claim, action, or legal proceeding made against a person or entity during the term of the Terms that alleges that you or your Affiliate’s use of the Indemnified Firefly Output directly infringes the third-party’s copyright, trademark, publicity rights, or privacy rights (**“Infringement Claim”**). We will pay the damages, losses, costs, expenses, or liabilities directly attributable to an Infringement Claim and which are either finally awarded by a court of competent jurisdiction or agreed to in a written settlement agreement signed by us.

6.3. **Conditions to Indemnification.** We will have no liability for any Infringement Claim:

6.3.1. that arises from: (1) any modification of an Output, including with any Services and Software; (2) any combination of an Output with any other materials, content or information; (3) any use of an Output in violation of these Terms; (4) any use of an Output after we have instructed you to stop using it; (5) any Output that is based on a non-text Input, where the Input on its own would have given rise to the Infringement Claim; (7) the context in which the Output is used; or (8) anything that is not the audiovisual content displayed or played by the Eligible Firefly Feature, for example any technical metadata that may be produced by the Eligible Firefly Feature such as file metadata and query response parameters.

or

6.3.2. if you fail to: (1) notify us in writing of the Infringement Claim promptly upon the earlier of learning or receiving notice of it, to the extent we are prejudiced by this failure; (2) provide us with reasonable assistance as requested for the defense or settlement of the Infringement Claim; (3) provide us with the exclusive right to control, and the authority to settle, the Infringement Claim; or (4) refrain from making admissions about the Infringement Claim without our prior written consent.

6.4. **Limitation of Liability. Notwithstanding anything to the contrary contained in the Terms or in any other agreement between you and us, our total maximum aggregate liability with respect to Indemnified Firefly Outputs will in no event exceed US\$10,000 per (a) any Indemnified Firefly Output or (b) Infringement Claim (or set of related Infringement Claims). Notwithstanding any otherwise applicable statute(s) of limitation, any action or dispute resolution proceeding must be commenced within two years of the act, event, or occurrence giving rise to the claim.**

6.5. **Sole and Exclusive Remedy.** The foregoing states our entire liability and obligation, and your sole and exclusive remedy, with respect to any Outputs or Infringement Claims.