Adobe Spark Additional Terms

Published March 16, 2020. Effective as of April 16, 2020. Replaces all prior versions.

These Additional Terms govern your use of Adobe Spark and 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**"). Capitalized terms not defined here have the same meaning as defined in the General Terms.

1. **Spark Customer Uploaded Font.**

1.1   For any font or font file you upload or submit to Adobe Spark ("**Spark Customer Uploaded Font**"), you represent and warrant that you have all necessary rights to allow us to use, reproduce, display, host, and distribute the Spark Customer Uploaded Font in connection with Spark Projects (defined below) you create through Adobe Spark. A Spark Customer Uploaded Fonts is not considered Spark Projects, as defined in the Terms. Adobe does not represent or warrant that any such Spark Customer Uploaded Font will be compatible with or be suitable for use with Adobe Spark.

1.2   In the event we are informed by a third party or become aware that you do not have the rights you warrant to in section 1.1 (Spark Customer Uploaded Font) or that your Spark Customer Uploaded Font violates third-party Intellectual Property Rights, then we may remove the Spark Customer Uploaded Font from your account and from the Spark Projects that uses that Spark Customer Uploaded Font. If we remove your Spark Customer Uploaded Font from your account or from the Spark Projects that uses the Spark Customer Uploaded Font, the display of your Spark Projects may change. To learn more about how your Spark Projects may change, please see the Adobe Spark FAQ page.

1.3   We recommend that you back up your Spark Customer Uploaded Font elsewhere regularly if the Services provide storage and this functionality is enabled by the applicable Services.

1.4   You may revoke our access to your Spark Customer Uploaded Font and terminate our rights at any time by deleting your Spark Customer Uploaded Font from the Brand Manager feature in Adobe Spark.

1.5   Upon termination or closure of your account, we reserve the right to delete your Spark Customer Uploaded Font. Some copies of your Spark Customer Uploaded Font may be retained as part of routine backups.

1.6   You must not share a Spark Customer Uploaded Font or engage in behavior that violates anyone's Intellectual Property Rights.

1.7   You must not upload, transmit, store, or make available any Spark Customer Uploaded Font or code that contains any viruses, malicious code, malware, or any components designed to harm or limit the functionality of the Services.

1.8   We may collect information connected to your use of the Spark Customer Uploaded Font, such as names of the Spark Customer Uploaded Font that you upload and how you use the Spark Customer Uploaded Font.

2. **Third Party Services.**

2.1   Adobe Spark includes features that allow you to use and search for content from independent third-party services from within Adobe Spark and import such content directly into your Spark Project. Adobe Spark provides access to such third-party services as a convenience only. Some third-party services or content may be offered for personal, non-commercial use only. For more information please visit Image Use Rights: https://www.adobe.com/legal/permissions/image-notice.html. All other requirements in the General Terms regarding use of third-party providers apply.

3. **Personal Information of Spark Visitors.**

3.1   **Your Responsibilities**. As between us and you, you are solely responsible for all personal information of visitors to your Adobe Spark Projects ("**Spark Visitors**") that you may collect via your Spark Projects when Spark Visitors view, access, or use your Spark Projects. "**Spark Projects**" mean the projects you create using Adobe Spark 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 Spark Visitors, which may include making a privacy policy available on or with your Spark 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 a Spark Visitor in connection with any acts or omissions with regards to personal information of Spark Visitors.

Spark Additional Terms_en_US_20200416