

## **Document Cloud Additional Terms of Use**

Last updated on April 7, 2015. Replaces the June 18, 2014 version, in its entirety.

Capitalized terms used in these Document Cloud Additional Terms ("Additional Terms") are defined as set forth in the Adobe General Terms of Use ("Terms") or in these Additional Terms.

### **1. Definitions.**

1.1 "FormsCentral Solution" means a website or other offering you develop for a customer that (a) utilizes FormsCentral; (b) adds material functionality to FormsCentral; and (c) is not competitive with the Services.

1.2 "Information" means personally identifiable information.

1.3 "Participant" means a third party who interacts with the Services as a result of that party's relationship with or connection to you.

### **2. Use of the Services.**

2.1 License. Subject to your compliance with these Additional Terms, you may access and use the Services.

2.2 Use on Behalf of Others. You may create and maintain a FormsCentral Solution that you offer to Participants provided that (a) you are solely responsible for maintaining the confidentiality of any non-public authentication credentials associated with your or your customer's use of the Services or any FormsCentral Solution; (b) you are solely responsible for obtaining a sufficient number of licenses to the Services to support your FormsCentral Solution; and (c) you will promptly notify our customer support team about any possible misuse of your or your customer's accounts or authentication credentials, or any security incident related to the Services. For the purposes of clarity, if one of your FormsCentral Solutions includes the right for your customer to allow multiple users to access that FormsCentral Solution, you must obtain licenses sufficient to cover those users.

### **3. Term and Termination.**

3.1 These Additional Terms will continue to apply until terminated by either you or Adobe as set forth in the Terms. In addition to the reasons set forth in the Terms, Adobe may terminate these Additional Terms if your Services account is used by any unauthorized third party or parties.

3.2 In addition to the sections set forth in Section 10.4 (Survival) of the Terms, the following sections of these Additional Terms will survive any expiration or termination of these Additional Terms: 1, 3.2, 4, and 6.5.

### **4. Information of Participants.**

4.1 Your Responsibilities Regarding Information of Participants. As is the case between you and Adobe, you have sole responsibility for any and all Information of Participants used and submitted in connection with the Services, and Adobe has no responsibility in connection thereto. You will comply with all data protection and privacy laws and rules applicable to Information of Participants. You must obtain and maintain consent from Participants to your access, use, or disclosure of Information of Participants. You must obtain any authorizations from Participants required to enable Adobe to provide the Services. You will defend, indemnify, and hold harmless Adobe from any claim, suit, or proceeding brought against Adobe by a Participant in connection with any acts or omissions with regards to the Information of Participants.

4.2 Sensitive Information of Participants. In addition to your responsibilities set forth in section 4.1 (Your Responsibilities Regarding Information of Participants), you specifically acknowledge and agree that:

(a) you are solely responsible for compliance with the Children's Online Privacy Protection Act of 1998 (COPPA), including not collecting information from children under the age of thirteen (13) without first obtaining parental consent;

(b) you are solely responsible for compliance with the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") act. Adobe is not acting on your behalf as a Business Associate, as that term is defined in HIPAA, when providing the Services to you;

(c) you are solely responsible for compliance with any data protection and privacy laws and rules applicable to other sensitive information, including but not limited to social security numbers, credit card numbers, driver's license numbers, and bank account information, obtained or used in connection with use of the Services by you and Participants.

4.3 Emails to Participants. Emails related to the Services are generally sent to Participants by you and not by Adobe. As a result, even though certain Participants may have opted out of receiving communications from Adobe, those Participants may receive certain Services-related emails sent by you. In addition, if applicable, Adobe may send emails to Participants in your name as your agent, at your request, and on your behalf. You are solely responsible for those emails and their contents.

## 5. Service Specific Terms.

The terms in this section 5 apply only to the specific offerings set forth in this section 5. In the event of a conflict between the terms of this section 5 and any other terms and conditions of these Additional Terms, the terms of this section 5 will govern, but only to the extent necessary to resolve that conflict.

5.1 Document Cloud Web Services. This section 5.1 (Document Cloud Web Services) applies to you only if you are a developer who accesses the pre-release versions of the Document Cloud APIs made available to you from time to time by Adobe in connection with Document Cloud ("Web Services").

5.1.1 License to Web Services. Subject to the terms and conditions of these Additional Terms, Adobe grants you a limited, revocable, non-exclusive, non-transferable license to (a) view the documentation made available to you by Adobe at the Web Services page ("Web Services Documentation"); and (b) call to and use the Web Services in accordance with the Web Services Documentation and the terms of these Additional Terms. Adobe may terminate the license(s) granted in this section 5.1.1 (License to Web Services) at any time at Adobe's sole discretion.

5.1.2 Your Representations and Warranties Regarding Use of the Web Services and the Web Services Documentation. In addition to your other representations and warranties set forth in these Additional Terms, you represent and warrant the following:

(a) On your website application that calls to the Web Services ("Your Application"), you will prominently display "Powered by Document Cloud" ("Notice"). The names "Adobe" and "Document Cloud" ("Trademarks") are registered trademarks of Adobe, and you acknowledge that your use of the Trademark will not create in you, nor represent that you have, any right or title to, or interest in, the Trademark. You will display the Notice in accordance with Adobe's trademark guidelines, which are currently found at <http://www.adobe.com/go/TMGuidelines>. If Adobe reasonably believes that you have not complied with Adobe's trademark guidelines, Adobe reserves the right to require you to immediately modify your usage of the Notice in order to comply with this section 5.1.2(a), or to terminate such usage;

(b) You will display a privacy policy in the footer of each Web page of Your Application that will detail information about how you collect, use, store, and disclose data and Information collected from anyone who uses your Application ("Visitors"), including notice, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from Visitors and may place or recognize cookies on Visitors' browsers;

(c) You will not attempt to conceal or misrepresent your identity or Your Application's identity when requesting authorization from Adobe to use the Web Services or the Web Services Documentation;

(d) You will require Visitors to create an Adobe ID account prior to using Your Application;

(e) You will not store Visitor content on your Document Cloud account on behalf of any Visitor; and

(f) You will not sell, lease, or sublicense the Web Services or the Web Services Documentation or obtain access thereto to derive revenue from the use or provision of the Web Services or the Web Services Documentation, whether for direct commercial benefit, monetary gain, or otherwise, unless you obtain Adobe's express prior written consent in the manner set forth in section 5.1.3 (Commercial Developer Applications).

5.1.3 Commercial Developer Applications. You may request from Adobe permission for exemption from section 5.1.2(f) by contacting Adobe at [developer@acrobat.com](mailto:developer@acrobat.com). Please provide a detailed description of Your Application and your intended use of the Web Services and Web Services Documentation. Adobe will review requests and may provide an exemption in writing from section 5.1.2(f) on a case-by-case basis at Adobe's sole discretion. If Adobe grants you an exemption from section 5.1.2(f), that exemption may be subject to your compliance with additional requirements set forth by Adobe.

5.2 Group Offerings. This section 5.2 (Group Offerings) applies to you only if you subscribed to the Services on behalf of a third party or if a third party obtained a subscription on your behalf ("Group Offering").

5.2.1 Information of Third Party Individuals. If you obtained a subscription to the Service on behalf of a third party, you represent and warrant that you have all rights and permissions necessary to provide any Information of those third parties to Adobe, and that you will defend, indemnify, and hold harmless Adobe from any claim, suit, or proceeding brought against Adobe by that third party.

5.2.2 Group Use. If you obtained a subscription to the Services on behalf of any third party, you understand that any content stored as part of the third party's Services account may not be deleted when the subscription to the Services terminates. It is your sole responsibility to ensure that the third party deletes any content that you own from the third party's Services account.

5.3 Promotional Use of Services. This section 5.3 (Promotional Use of Service) applies to you solely if Adobe granted to you special access privileges to the Services under a special program (each a "Promotional Program"). Your right to use the Services under a Promotional Program will terminate immediately upon expiration of the limited time period granted in that Promotional Program. In addition, Adobe reserves the right to discontinue or suspend any Promotional Program or your use of the Services under a Promotional Program. Your rights and the rights of Participants to access content submitted to your account and processed by the Services under a Promotional Program may terminate immediately upon termination of the Promotional Program.

5.4 Send & Track. When you send a file using Adobe Send & Track, the file will be automatically uploaded to Adobe's server, and Adobe will notify your Participants when the file is ready for access and/or download. Your recipients can access and/or download your file by clicking on a link within the email Adobe sends to your recipients. Adobe may collect information regarding the receipt, and use by a recipient, of an Adobe Send & Track file, and Adobe may share that information with you. It is your sole responsibility to notify Participants of the collection and sharing of that information.

5.5 Adobe FormsCentral. As part of the Services, Adobe may send Information that you and/or Participants provide to Adobe to third-party payment providers such as PayPal Inc., in order to facilitate the payment for products and/or services.

5.6 Adobe Document Cloud Services. Adobe scans any content you make available to the Services to help provide the Services (for instance, to enable full text searches of your content). As part of the Services, Adobe also collects information about how you interact with content and aggregates it with similar behavioral data from other users ("Aggregate Behavioral Data"). Aggregate Behavioral Data is not tied to any Information, and cannot be linked back

to you or your content. Adobe uses Aggregate Behavioral Data to provide and improve the Services and other Adobe products and services.

By making your content available to the Services, you consent to Adobe scanning your content and collecting, processing, and using Aggregate Behavioral Data to provide and improve the Services and other Adobe products and services.

## **6. Adobe Electronic Signature Services.**

The Adobe electronic signature service enables authorized users to electronically send, sign, track, and manage Electronic Documents. If your license to the Services includes the electronic signature service, then the terms of this Section 6 shall also apply.

### **6.1 Definitions Applicable to Electronic Signature Service.**

6.1.1 "Audit Log" means certain information recorded by Adobe regarding the signing workflow of a particular Electronic Document processed using the electronic signature service. The audit log may include the date and time an Electronic Document was created, sent, signed, declined, or otherwise modified, or an End User's geographic location as determined by browser or device.

6.1.2 "Customer Data" means any data or information not supplied by Adobe that you or End Users import into the electronic signature service or transmit via your electronic signature service account.

6.1.3 "Electronic Document" means any document uploaded to the electronic signature service.

6.1.4 "Electronic Signature" means the capability of the electronic signature service to include an electronic sound, symbol, or process attached to or logically associated with an Electronic Document and executed or adopted by a person with the intent to sign the Electronic Document.

6.1.5 "End User" means any individual or company that receives, reviews, accepts, signs, approves, transmits, or delegates action to a third party regarding Electronic Documents via your electronic signature service account.

6.1.6 "Report" means any graphical or numerical display of Customer Data that contains Adobe's proprietary design, look, and feel, that is generated by the electronic signature service, including Audit Logs.

6.1.7 "Transaction" means each time that an Electronic Document or a collection of related Electronic Documents is sent to an End User through the electronic signature service. Each 100 pages or 10 MB is a Transaction.

6.2 Electronic Signature Service Terms. Subject to your compliance with all applicable terms and your payment of fees, Adobe grants you, during the License Term, a non-transferable, non-exclusive, and worldwide license to: (a) access the electronic signature service through the applicable interfaces; and (b) use and distribute Reports internally within your business, solely for your use of the electronic signature service for your internal operations. If you are billed on a per user basis, you are permitted to send the number of Transactions equal to twice the average number of Transactions sent through the electronic signature service per user, per month ("Use Limitations").

6.3 Customer Usage and Consent. You may use the electronic signature service solely for your own business purposes and will not make your password available to any third party. You agree that your use of the electronic signature services is governed by the laws, policies, and regulations of individual countries, regions, and industries, and you will ensure that you abide by those, laws, policies, and regulations. You agree that you will rely on independent legal counsel to determine the viability of electronic signatures for your organization.

6.4 License Grant from Customer. You grant Adobe and its affiliates, during the License Term, a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, and display Customer Data, solely to the extent necessary to provide the electronic signature service and Reports to you, and enforce Adobe's rights under these Additional Terms. You grant Adobe and its affiliates a non-exclusive, perpetual, worldwide and royalty-free

license to use, copy, transmit, publish, display, distribute, and aggregate (including combination with similar data of other customers of Adobe or its Affiliates) any anonymous information derived from Customer Data, such as web browser, screen resolution, and mobile device-type information. Such anonymous data does not include personal information of yours or an End User's or any data derived from the contents of an Electronic Document.

6.5 Transition Assistance. If you are in compliance with the Additional Terms, Adobe will use commercially reasonable efforts to assist you in transitioning Customer Data out of the electronic signature service. The transition must be completed within 30 days of the termination or expiration of your license to the electronic signature service. At the end of this 30-day transition period, Adobe reserves the right to delete any Customer Data, personal information, or your use of the electronic signature service. Subject to Adobe's obligation to provide you with Transition Assistance, as described in this paragraph, upon termination or expiration of these Additional Terms, your license to the electronic signature service will immediately terminate.

6.6 End User Terms and Conditions. The use of the electronic signature service is conditioned by each End User's acceptance of the terms of use presented when using the service, including the Consumer Disclosure and Consent terms currently located at <http://secure.echosign.com/public/static/consumerDisclosure.jsp>.

6.7 Storage and Retention of Customer Data. Adobe will store Customer Data, provided the size of that storage is not unreasonable, at Adobe's discretion. However, Customer Data may be deleted if you fail to pay fees due, if you instruct Adobe to do so, if you fail to pay fees, or if required by law. In the event that Adobe deletes Customer Data pursuant to this Section 6.7 (Storage and Retention of Customer Data), Adobe will use commercially reasonable efforts to assist you in transitioning Customer Data out of the electronic signature service. You agree that you are solely responsible for complying with all applicable document retention laws and regulations, including any duty to provide notice to third parties about retention or deletion of documents.

6.8 Customer Security. You are responsible for configuring and using the security features of the electronic signature service to meet your obligations to End Users under applicable privacy, security, and data protection laws. You are responsible for the security of Electronic Documents that are emailed to End Users from the electronic signature service, downloaded from the electronic signature service, or transferred to a non-Adobe system via a third-party integration feature of the electronic signature service. You are liable for damages arising out of unauthorized access to your account or to Customer Data if you fail to follow secure password composition, management, and protection practices for your account.

6.9 Adobe Security. Adobe will maintain commercially reasonable administrative, physical, and technical safeguards to help protect the security, confidentiality, and integrity of Customer Data. Adobe's collection and use of information in connection with the electronic signature service is controlled by the Adobe Privacy Policy ([adobe.com/privacy/policy.html](http://adobe.com/privacy/policy.html)).

6.10 Payment Card Industry Data Security Standards ("PCI DSS"). When transmitting any Account Data (including Cardholder Data, Card Verification Code, or Value), you must not use the fax signature capability. Even if the data is encrypted, PCI DSS prohibits storing Sensitive Authentication Data, including Card Verification Code or Value, after authorization. Capitalized terms in this Section are defined in the PCI DSS.

## **7. Education and School Use.**

If you are a teacher, school, or educational institution, you agree that (a) you, and not Adobe, are solely responsible for compliance with the Children's Online Privacy Protection Act ("COPPA"), including not collecting information from children under the age of thirteen (13) without first obtaining parental consent; (b) any student information collected by you using the Services is done solely for the use, and benefit of the school; and (c) that you will provide parents with information about Adobe's collection, use, and disclosure practices, which you will find in these Additional Terms and in the Adobe Online Privacy Policy <http://www.adobe.com/go/privacy> (or any successor website thereto) in your school's Acceptable Use Policy.

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