

## Adobe Presenter Learning Dashboard Service

### Additional Terms of Use

Welcome to the Adobe Presenter Learning Solutions Services, which allow authors of Adobe Presenter Content to analyze the engagement of that content by learners and provides access to certain services, features, applications (the "**Service**"). When the Service is in use, certain information about engagement with Adobe Presenter content by a group of learners is made available to authors. Access to this information is made possible by the author's enabling the Collaboration/Analytics in his content ("**ALS Widget**"), provided by us with the Service, within the electronic content file. This widget allows Adobe.com to analyze engagement with the content and create analytic data that is presented to authors at an Adobe-hosted dashboard page.

#### 1. Terms; Additional Definitions.

**1.1. Terms.** Your Use of the Service is governed by these Additional Terms of Use ("Additional Terms"), which supplement the Adobe.com Terms of Use ("General Terms") located at <https://www.adobe.com/legal/general-terms.html> and which are incorporated into these Additional Terms by this reference. We reserve the right to update and change, from time to time, these Additional Terms and all documents incorporated by reference. Capitalized terms used in these Additional Terms are defined in the General Terms or in these Additional Terms. In the event of any inconsistency between these Additional Terms and the General Terms, these Additional Terms shall control with respect to the Service.

#### 1.2. Additional Definitions.

"**Content**" means text, audio, video multimedia and other information/material created by you using a licensed copy of Adobe Presenter software and that is enabled through the Collaboration/Analytics feature of the Adobe Presenter software i.e., ALS Widget, to measure engagement by Learners.

"**Learner**" means an individual who interact and engages with the Content as a result of such party's relationship with or connection to you, and who are over the age of 13 and acknowledge that these Services were not intended for children under 13.

"**Learning Dashboard Analytics**" means the analysis of use of your Content and representation of that analysis in graphical, numerical, and other forms.

"**Learner Information**" means personally identifiable information about a Learner like first and last name, a valid email address which are required to provide the Services.

"**Service Term**" means the period of time for which you have elected to use, and, if applicable, pay for, the Service.

## 2. License and Prohibitions.

**2.1. License.** Subject to the terms and conditions these Additional Terms, you may: (a) enable and use the ALS Widget solely within Content in connection with your use of the Service; (b) access and view the Learning Dashboard Analytics related to your Content; and (c) use the Learning Dashboard Analytics internally solely to create more effective and engaging learning materials.

**2.2. Prohibitions.** In addition to the limitations and restrictions on the use of Software set forth in the General Terms, you shall not: (a) modify, port, adapt or translate the ALS Widget; (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the ALS Widget; (c) copy, embed, or use the ALS Widget with any files not created with a legitimately licensed copy of Adobe software; or (d) copy or use the ALS Widget to enhance or enable any third party software product or service.

## 3. Use of the Service.

**3.1. Log-In Information.** To gain access to and use the Service, you may be required to create a log-in ID and password ("**Log-In Information**"). You are responsible for all activity occurring under your Log-In Information, and you must keep your Log-In Information confidential and not share your Log-In Information with any third party. We have no obligation or responsibility with regard to your use, distribution, disclosure, or management of Log-In Information. Notwithstanding the foregoing, we may require that you change your Log-In Information if it is inconsistent with these Additional Terms.

**3.2. Limitations.** The Service is designed and licensed for the purpose of measuring and analyzing how groups of Learner engagement with Content on an aggregate basis. The Service is not designed or offered to measure any particular individual Learner's engagement with Content.

**3.3. Active Use.** A condition of us making the Service available to you is your active use of the Service. If we determine, in our sole discretion, that you are not making active use of the Service, we may terminate your access to the Service.

## 4. Collection of Personal Information.

The terms of the Adobe Online Privacy Policy at <http://www.adobe.com/go/privacy/> and the terms of this Section 4 (Collection of Personal Information) govern our collection and use of your information. This Section 4 describes the collection of information by the Service and is in addition to the collection practices described in the Adobe Online Privacy Policy. You are responsible for complying with all applicable laws, rules, and regulations regarding the collection, use, processing, disclosure, maintenance, and retention of Learner Information.

### 4.1. What We Collect

a) **Information You Provide to Us.** When you register to use the Service, you are required to provide certain information as part of the registration process which may include, but is not limited to, your first and last name, a valid email address, a password, and your country of residence ("**Required Personal**

**Data**"). If you do not provide this information, you will not be permitted to create an account and therefore will not be able to interact with the Service in any way.

b) **Automatic Information Gathering.** We automatically collect and retain certain information about Learner' engagement with your Content, including, but not limited to, Learner Information, time taken by Learner to complete portions of the your Content, whether the Learner engage with only portions of your Content, the metadata and meta-tags associated with your Content, and the date and time of each Learner sign-in, etc. ("**Specific Server Data**"). Collection of this information is integral to the Service, and we cannot provide the Learner Analytics functionality of the Service without it. If you or Learner do not want to have this information collected and used for the purposes described below, then do not use the Service or any ALS Widget, or create, upload, or access your Content, as the case may be.

#### **4.2. How We Use Your Information.**

a) **Operation of the Service.** We use the Required Personal Data and the Specific Server Data for purpose of operating the Service including for purposes of communicating with you about operational topics and to provide Learner Dashboard Analytics. For instance, if you need the completion rate of your Content by Learners, we would use this information to communicate the required details to you.

b) **Analysis.** Some of the Specific Server Data is used by us to improve the Service and for analysis and reporting purposes. The data collected by us may be used for developing a better tool for analyzing Learner behavior.

c) **Personalization.** The Service is smart and dynamic, meaning that part of the value we offer through the Service is a customized experience presenting various types of analytic information that we think you will find relevant. As a result, the Required Personal Data and Specific Server Data is used by us for purposes that include, but are not limited to, analysis of bottlenecks in the use of and navigation within your Content. For example, we might want to tell you that "we noticed that most of the Learners who access your Content are dropping out at a certain slide" or "the time taken by the Learners is higher than you estimated."

d) **Email Communications.** We might use the various types of information we collect to communicate with you via email. If you do not want to receive operational email communications from us then please do not use the Service.

#### **5. Privacy.**

**5.1. Deployment.** You are solely responsible for the means and the methods you use to make your Content available to Learner. You affirm that Learner would be over the age of 13 and acknowledge that these Services were not intended for children under 13.

**5.2. Disclosure.** You will disclose and provide notices to each Learner who you invite to engage with your Content that your Content includes technology allowing you and third-party service providers (i.e., us) to obtain and analyze information about the Learner's engagement with your Content. If any Learner who do agree to use such Content which includes technology allowing you and third-party service

providers (i.e., us) to obtain and analyze information, you shall provide such Learner Content disabled with ALS Widget.

**5.3. Information to Us.** You will not transmit, provide, or otherwise make available to us sensitive personal information of your employees, customers, partners, Learners or site visitors, which includes but is not limited to, information regarding a minor, financial information, and medical or health information. You will ensure that any website at which you offer your Content to Learner maintains a conspicuously presented privacy policy that accurately discloses the privacy practices of the website.

**5.4. Compliance.** You shall comply with all data protection and privacy laws and rules applicable to collection and use of Lerner Information while using the Services and provide due notices to obtain and analyze information about the Learner's engagement with your Content.

**5.5. Indemnity.** You shall defend, indemnify, and hold us harmless from any claim, suit or proceeding brought against us by any Learner in connection with your acts or omissions concerning such Learner Information.

## **6. Availability.**

We use reasonable efforts to make the Service available 24 hours a day, 7 days a week. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and repairs, or as a result of failure of telecommunications links and equipment that are beyond our control. We will take reasonable steps to minimize such disruption, to the extent it is within our reasonable control.

## **7. Payment**

There is presently no added cost for use of the Service. However, we reserve the right, at any time, to set prices or charge a fee or additional Service fees, to you, for use of the Service. We will make reasonable effort to provide prior notice of any such changes.

**8. Indemnity.** In addition to the indemnity obligations set forth in the General Terms, you agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, employees, agents, co-branders or other partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of the Content, the Learner Information, or your violation of these terms.

**9. Disclaimer of Warranties.** In addition to the warranties disclaimed in the General Terms, We makes no representation, commitment, or warranty (a) that any services or software similar to the Services or Software will be offered for commercial use; and (b) about any information (including but not limited to Learner Information) obtained or used in connection with use of the Service by you and Learner.

**10. Limitation of Liability.** Our liability to you for any reason is limited as set forth in the General Terms.

**11. Education and School Use.**

If you are a teacher, school, or educational institution, you agree that (a) you, and not we, are solely responsible for compliance with Children's Online Privacy Protection Act of 1998 including, but not limited to, obtaining verifiable parental consent concerning collection of students' personal information (Information) as part of provisioning or use of the Services; (b) any collection of student personal information (Information) by you with the Services is done for 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.

## **12. Termination**

**12.1. Termination by Us.** In addition to the rights that we retain to modify or terminate the Service and to terminate your account in terms of the General Terms, we may, at any time and without prior notice, immediately terminate or suspend all or a portion of your account and access to the Service. We will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account or access to the Service.

**12.2. Effect of Termination.** Upon the termination of your Service account by us, we will close your account without notice and you will no longer be able to use the Service, including, but not limited to retrieval of the data about your Content, and we may delete, as applicable, your Content and all data related to your Content.

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