

ADOBE® DOCUMENT CENTER RECIPIENT TERMS OF USE

These Adobe Document Center Terms of Use (as amended from time to time) (the “Agreement”) is between **Adobe Systems Incorporated** and its affiliates (collectively, “Adobe”), and “**you**,” the individual accessing a File (defined below).

You agree that this Agreement is like any written negotiated agreement signed by you. By accessing a File, you shall be deemed to be using the Service for purposes of this Agreement, and you agree to be bound by the terms of this Agreement including the terms of Section 7 (Audit of Usage). Adobe may change, add, or remove any part of this Agreement, or any part of the Service, at any time. **IF ANY FUTURE CHANGES TO THIS AGREEMENT OR THE SERVICE ARE UNACCEPTABLE TO YOU, YOU SHOULD DISCONTINUE USING THE SERVICE. YOUR CONTINUED USE OF THE SERVICE, NOW OR FOLLOWING THE POSTING OF NOTICE OF ANY SUCH CHANGES, WILL INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT, AND OF ANY SUCH CHANGES.**

1. Definitions.

“Agreement” means these terms and conditions. If you are required to create an Adobe ID in order to access a File, “Agreement” also means the Adobe Online Privacy Policy, located at <http://adobe.com/go/privacy>, and the Adobe.com Terms of Use, located at <http://www.adobe.com/misc/copyright.html>, and any successor Web sites thereto. Changes to the Adobe Online Privacy Policy and the Adobe.com Terms of Use may occur from time to time, and changes will be communicated via the adobe.com Web site.

“File” means an electronic file in a file type supported by the Service that contains certain security and access control features (i.e., “policies”), which are requested by a Subscriber and applied by the Service.

“Information” means personally identifiable information.

“Service” means the Adobe® Document Center.

“Subscriber” means an individual that uses the Service to create a File.

2. The Service.

2.1 Description of the Service. The Service allows a Subscriber to submit content to the Service, use the Service to convert such content to an Adobe PDF file, and/or request that the Service apply certain policies to files submitted by Subscriber to the Service to create a File. Such policies may restrict users, for example, from printing, modifying, or copying a File. A policy may also establish a finite length of time during which you may access a File. The Subscriber may send such File to you via e-mail, and your access to such File is restricted by the policies applied to such File.

2.2 Use of the Service. Adobe makes the Service and/or Files available to you only for your individual use (including personal use and business use that directly benefits you individually), and such right does not extend to use by or on behalf of any association, organization, corporation or other entity comprised of multiple persons unless you have entered into a separate written agreement with Adobe explicitly providing the right to do so. You may not sell, lease, or rent access to or use of the Service or any File, or otherwise transfer any rights to use the Service or any File under this Agreement.

2.3 Log-In Information. To gain access to Files, you may be required to create and use an Adobe ID and password (“Log-In Information”). You are responsible for all activity occurring under your Log-In Information, and you should not share your Log-In Information with third parties. Adobe has no obligation or responsibility with regard to your use, distribution, or management of Log-In Information.

2.4 Ability to Accept Agreement. You affirm that you are either at least eighteen (18) years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms and conditions set forth in this Agreement, and to abide by and comply with this Agreement. In any case, you affirm that you are over the age of thirteen (13), as the Services are not intended for children under thirteen (13) years of age.

3. Ownership of the Service. You acknowledge that Adobe and its licensors own all right, title, and interest in (a) the Service; (b) any other Adobe software; and (c) all graphics, logos, service marks, and trade names, including third-party names, product names, and brand names related to the Service (the “Marks”). Notwithstanding the foregoing, the Subscriber and its licensors own all right, title, and interest in any graphics, logos, service marks, content, and trade names contained in any File or used by the Subscriber in connection with the Service.

4. Files.

4.1 Files Submitted to or Processed by the Service. Adobe does not verify, endorse, or claim ownership of any Files and any content contained therein. Adobe takes no responsibility for third-party content and Files (including, without limitation, any viruses or other disabling features), nor does Adobe have any obligation to monitor such third-party content or Files. Adobe does not generally monitor activity occurring in connection with the Service or Files. If Adobe becomes aware, however, of any possible violations of terms of use related to the Service by you or the Subscriber, Adobe reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to a Subscriber’s support requests, or (e) protect the rights, property or safety of Adobe, its users, and the public. In addition, Adobe reserves the right at all times to remove, or refuse to process, distribute or provide access to any content or Files in connection with

the Service, if any such content or File violates, or Adobe reasonably believes it violates, this Agreement. Adobe will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement. You acknowledge and agree that by accessing or using the Service, you may be exposed to Files that are offensive, indecent or otherwise objectionable.

4.2 File Storage, Handling and Access Rights. You agree that Adobe does not store Files and has no obligation to store Files or any other data related to the Service, or to provide access to Files, except to the extent necessary for Adobe to perform the Service. In addition, Adobe has no responsibility or liability for the deletion or accuracy of Files, the failure to store, transmit or receive transmission of Files (whether or not processed by the Service), the failure to provided access to Files, or the security, privacy, storage or transmission of other communications originating with or involving use of the Service. You also acknowledge that Adobe retains the right to create reasonable limits on Adobe's processing of Files, such as limits on file size, storage space, processing capacity, time frames for retention of Files or for the right to access files, and other similar limitations described on the web pages accompanying the Service and as otherwise determined by Adobe in its sole discretion.

5. Notification of Copyright Infringement. Adobe will, in appropriate circumstances, terminate your ability to use the Service if you infringe the intellectual property rights of others. Adobe will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"). If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring in connection with the Service, please provide, pursuant to the DMCA, written notification of claimed copyright infringement to the Designated Agent for the Service (identified below), which must contain the following elements:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- A description of the copyrighted work or works that you claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled;
- A description of where the content that you claim is infringing is located on the Service;
- Information sufficient to permit Adobe to contact you, such as your physical address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the use of the content identified in your Notice in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Adobe's Designated Agent for Notice of claims of copyright infringement can be reached as follows:

By mail:

Elizabeth Hewitt/Designated Agent – Copyright Infringement Claims
Adobe Systems Incorporated
Mailstop A17-420
345 Park Avenue
San Jose, CA 95110-2704

By telephone:

(408) 536-4030

By fax:

(408) 537-4060

By e-mail:

copyright@adobe.com

The Designated Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring in connection with the Service. Any other inquiries directed to the Designated Agent will not receive a response.

6. Indemnification. You agree that you are solely responsible for your interactions with Files and the Service. You agree to indemnify and hold Adobe harmless from and against any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from your interaction with Files or your use of the Service.

7. Audit of Usage.

7.1 Agreement to Audit. As a feature of the Service, Subscribers may choose to audit certain aspects of the usage of Files by you, such as the opening, closing or printing of such Files. By clicking "OK" on the "Notification" dialog box ("Notification of Audit"), which notifies you of a Subscriber's ability to audit your usage of Files, and/or by opening such Files, you acknowledge that such auditing might occur, and you agree that Adobe may perform such auditing as part of the Service and provide such auditing information to Subscribers. To find out which aspects of your usage may be audited by a Subscriber, please see the Service documentation and contact the Subscriber directly.

7.2 Disabling Notification of Audit. By clicking the "*Do not show again*" check box on the Notification of Audit, you (a) are disabling the Notification of Audit, (b) are waiving your right to be notified of potential auditing by Subscribers, and (c) agree to be audited by Subscribers in connection with all Files received by you now and in the future. Adobe recommends that you do not disable the Notification of Audit. If you disable the Notification of Audit but would like to re-enable this feature, please see the Service documentation. Adobe shall have no liability to you in relation to any audit of your usage of Files.

8. Privacy. The terms of Adobe's Online Privacy Policy and the terms of this Section 8 (Privacy) govern Adobe's collection and use of your Information, if any, in connection with the Services. If there is any conflict between the terms of Adobe's Online Privacy Policy or the terms of this Agreement, the terms of this Agreement shall control.

8.1. Collection and Storage of Your Personal Information. Adobe collects and stores your Information when you create Log-In Information. Adobe may also collect certain Information regarding your use of the Service, such as the name of the Internet service provider and the Internet Protocol address through which you access the Internet; the time you access the Service; and the [Internet address of any referring](#) Web site and the Internet address of the Web site from which you linked directly to our site. Adobe uses this Information solely to support the Services, and does not use this Information in a personally identifying manner. By using the Service and/or accessing a File, you agree and acknowledge that Information collected about you through the Service or in connection with the Service may be transferred across national boundaries and stored and processed in any of the countries around the world in which Adobe maintains offices, including the United States.

8.2 Use of Your Information. Subscribers may also collect your Information, and Adobe has no control over whether and how the Subscriber uses your Information. Adobe uses your Information, and may provide such Information to Subscribers, solely in connection with providing the Service. For example, Adobe will provide the Subscriber with your e-mail address in connection with a Subscriber's audit of your usage of Files. Adobe will only disclose Information and Files in accordance with instructions provided by Subscribers through use of the Service and as otherwise provided in the Adobe Online Privacy Policy.

8.3 Destruction of Information. Adobe may delete your Information if you have not accessed the Service or a File for more than one (1) year. In any event, Adobe may delete your Information if you have not created an Adobe ID or opened any currently-active File within a reasonable period of time as determined by Adobe in its sole discretion even if you have received from a Subscriber an e-mail containing a File. Furthermore, Adobe will delete your Information upon your request, except to the extent such Information pertains to a currently-active policy applied by a Subscriber to a File. You should contact the relevant Subscriber(s) directly to request removal of your Information from such policy.

8.4 Security. Adobe has implemented technical safeguards and procedures to protect communications with the Service, including communication of Files and Information. Notwithstanding the foregoing, the security of communications sent over the Internet (including by e-mail) is subject to many factors outside of Adobe's control and, as a result, Adobe does not guarantee the security or privacy of such communications. For more information on the security measures Adobe has implemented with respect to the Service, please see the relevant Service documentation.

8.5 Emails. Emails containing Files are sent to you by the Subscriber and not by Adobe. As a result, even though you may have opted-out from receiving communications from Adobe, you may receive emails containing Files sent by Subscribers. Please see the Adobe Online Privacy Policy for more information on how Adobe uses Information it collects in connection with the Service and on receiving communications from Adobe.

9. Restriction and Termination of Use. Adobe may block, restrict, disable, suspend, or terminate your access to all or part of the Service and Files at any time in Adobe's sole discretion, without prior notice or liability to you.

10. DISCLAIMER OF WARRANTIES.

10.1 THE SERVICE AND FILES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS" "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW, ADOBE, ITS AFFILIATES, CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, LICENSORS, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE OR FILES DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION OR COMPATIBILITY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ADOBE DOES NOT WARRANT OR REPRESENT THAT THE SERVICE OR FILES WILL BE CONTINUOUS, SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED OR ERROR-FREE, OR THAT ADOBE'S SERVERS AND SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ADOBE'S SECURITY PROCEDURES AND MECHANISMS WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO PERSONAL INFORMATION BY THIRD PARTIES.

10.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

11. Limitation of Liability.

11.1 NEITHER ADOBE NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE THE SERVICE OR ACCESS DATA OR FILES, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE

SERVICE OR ANY APPLICATION AND BASED ON ANY THEORY OF LIABILITY INCLUDING STATUTE, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADOBE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.2 ADOBE'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO ONE UNITED STATES DOLLAR (\$1). YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE OR AN APPLICATION MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. ADOBE'S SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR ANY REASON.

11.3 THE LIMITATIONS ON LIABILITY IN THIS SECTION ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. Nothing contained in this Agreement limits Adobe's liability to you in the event of death or personal injury resulting from Adobe's gross negligence.

12. Survival. Sections 1, 3, 4, 5, 6, 7.2, 8, and 10-15 will survive any termination or suspension of this Agreement.

13. Governing Law. The Service is controlled by Adobe from its offices within the state of California, United States of America. By accessing and using the Service, you and Adobe agree that all matters relating to this Agreement and your access to, or use of, the Service shall be governed by the statutes and laws of the State of California, without regard to the conflicts of laws principles thereof. You and Adobe also agree and hereby submit to the personal jurisdiction and venue of the Superior Court of Santa Clara County and the United States District Court for the Northern District of California with respect to such matters. The application of UCITA and the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

14. Language. It is the express wish of the parties that the Agreement and all related documents have been drawn up in English and that the English version of this Agreement shall be the sole version used in interpreting and enforcing this Agreement. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

15. Miscellaneous. You are solely responsible for your familiarity and compliance with any laws that may prohibit you from participating in or using any part of the Service. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, and all other provisions will remain in full force and effect. Adobe's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Adobe in writing. Your rights hereunder may not be assigned or transferred to any third party. In the event the terms of this Agreement, the Adobe Online Privacy Policy, or the Adobe.com Terms of Use conflict, the documents shall have the following order of precedence: (a) this Agreement, (b) the Adobe Online Privacy Policy, and (c) the Adobe.com Terms of Use. This Agreement, including the Adobe Online Privacy Policy, constitutes the entire agreement between you and Adobe and supersedes all prior agreements, representations, and understandings between the parties regarding the subject matter contained herein.

Last Updated: October, 2006.