

ACROBATUSERS.COM

ADDITIONAL TERMS OF USE

Effective July 1, 2010.

**1. Acceptance of Adobe.com Terms of Use.**

Your use of the Service(s) (as defined below) is subject to these Additional Terms, which supplement the Adobe.com Terms of Service ("General Terms") located at <http://www.adobe.com/go/terms> and incorporated herein by reference. The Service is controlled, operated and administered by Adobe Systems Incorporated, a United States company, from its offices in the U.S., and by clicking to accept this Agreement (as defined below) or by using the Service, you agree to be bound by (a) the terms of this Agreement; (b) the laws of the United States; and (c) Section 20 of the General Terms regarding the resolution of disputes. Adobe Systems Incorporated ("Adobe") reserves the right to update and change, from time to time, these Additional Terms, the General Terms, and all other documents incorporated by reference. If any future changes to this Agreement (as defined below) are unacceptable to you, (a) you should refuse to accept any updated terms proposed to you by Adobe; (b) you must discontinue using the Services; and (c) you may terminate this Agreement in accordance with Section 5 (Term and Termination). You can always find the most recent version of these Additional Terms at <http://www.adobe.com/products/eulas/> and the most recent version of the General Terms at the URL indicated above. Capitalized terms used in these Additional Terms shall be defined as set forth 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.

**2. Definitions.**

"Agreement" means these Additional Terms, the General Terms, and the Adobe Online Privacy Policy, which is located at <http://www.adobe.com/go/privacy>, or any successor Web site thereto.

"Content" means, collectively, Your Content (defined below) and Third Party Content (defined below).

"Information" means personally identifiable information.

"Service(s)" means, individually and collectively, an Adobe hosted application(s) and content, made available by Acrobatusers.com in order to access, view, download, upload and use Acrobatusers.com and/or Content.

"PDF Portfolios" means PDF portfolios, PDF portfolio templates and PDF portfolio navigators (custom templates).

"Third Party Content" means User Content (specifically excluding Your Content), including PDF Portfolios uploaded to the Service by third parties.

"User" shall have the meaning set forth in the General Terms.

“Your Content” means Your Content (as such term is defined in the General Terms)), including PDF Portfolios uploaded by you to the Services.

### **3. Use of the Services.**

**3.1** Your Agreement. Your assent to this Agreement allows you to use one or more of the Services. This Agreement is enforceable against you and, if applicable, to a particular Service, any legal entity on whose behalf the Service is used. Adobe may discontinue or add new services, aspects, or features to certain Services ("Features") from time to time at its sole discretion. If new or amended terms for such new Services or Features are presented to you by Adobe, you are not entitled to use any Services or Features unless you agree to such new or amended terms. In addition, changes to the Adobe Online Privacy Policy and the General Terms may also occur from time to time, and changes will be communicated via the adobe.com Web site.

**3.2** Authority to Use Services. You represent and warrant that you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder, including having a valid license to use the software applications that generate Content, and the right to maintain Your Content and your Information on the Services. Otherwise, you are not permitted to maintain Your Content or such Information on the Services.

**3.3** Access to Services. You acknowledge that your ability to access the Services may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that you are responsible for paying such fees. Adobe is not responsible for any equipment you may need to be able to access the Services. The Services may not be available in all languages.

**3.4** Commercial and Non-Commercial Use. By uploading Your Content to the Service you understand that Your Content may be used by another User for any purpose, including commercial purposes such as within a business's organization or in advertisements. By uploading Your Content to the Service, you acknowledge (a) Your Content is publicly available and retrievable without restriction; and (b) you may not receive any consideration or acknowledgement as the original creator of such content if Your Content is used in any way by any User.

**3.5** Your Confidential Information. Adobe is not responsible for any confidential information, trade secrets, or other sensitive information you display in Your Content. You are solely responsible for all disclosures of confidential information displayed in Your Content. You are responsible for all activity occurring under your Account Information (as defined in the General Terms), and you must keep your Account Information confidential and not share your Account Information with other individuals or third parties.

### **4. License to Use the Services.**

Subject to your compliance with the terms and conditions of this Agreement, Adobe grants to you a non-exclusive, non-transferable, revocable right to access and use the Services, including but not limited to uploading Your Content and downloading Third Party Content in accordance with the terms and conditions of this Agreement. You shall not alter or remove any Marks or Adobe copyright notices included in the Service.

## **5. Your Content.**

**5.1** By uploading Your Content to the Services, you grant to Adobe a perpetual, non-exclusive, non-transferable, royalty free, irrevocable right and license to access, sublicense, distribute, reproduce, modify, host, and use Your Content for any purpose, including but not limited to commercial purposes. By uploading Your Content to the Services you grant to all Users a perpetual, non-exclusive, non-transferable, royalty free, irrevocable right and license to access, sublicense, redistribute, modify, and use Your Content for any purpose, including but not limited to commercial purposes. To remove Your Content from [acrobatusers.com](http://acrobatusers.com), you must send an email to [team@acrobatusers.com](mailto:team@acrobatusers.com).

**5.2** Adobe shall review Your Content upon submission. At Adobe's sole discretion, Adobe may post Your Content to the Services. Your Content must comply with the General Terms, including but not limited to Section 6(d) (User Conduct). You may or may not receive notification from Adobe indicating whether Your Content was received, posted and/or rejected.

## **6. Term and Termination.**

**6.1** This Agreement will continue to apply until terminated by either you or Adobe as set forth in the General Terms. In addition to the reasons Adobe may terminate this Agreement with you as set forth in the General Terms, Adobe may terminate this Agreement if your Services account is used by any third parties.

**6.2** Upon expiration or termination of this Agreement, you shall promptly discontinue use of the Services. In addition to the sections set forth in Section 13(f) of the General Terms, however, the following sections of these Additional Terms shall survive any expiration or termination of this Agreement: 1, 3.2, 3.4, 5, 6.2, and 8.

## **7. Conduct.**

**7.1** Use Restrictions. In addition to the restrictions set forth in the General Terms, in connection with your access or use of the Services, you agree not to: (a) host, on a subscription basis or otherwise, the Services, including any related application; (b) permit a third party to use the Services to create, transmit, or protect any content; (c) disclose, harvest, or otherwise collect Information, including e-mail addresses, or other private information about any third party without that party's express consent; (d) sell, lease, or rent access to or use of the Services, or otherwise transfer any rights to use the Services under this Agreement (including without limitation, on a timeshare or service bureau basis); or (e) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

## **8. Privacy.**

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

**8.2** Non-U.S. Residents. You agree and acknowledge that your Information collected through the Services or in connection with the Services is collected on behalf of Adobe Systems Incorporated and

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.

**8.3** Types of Information Collected. In addition to the types of Information set forth elsewhere in this Section 8 (Privacy) and in the Adobe Online Privacy Policy, Adobe may collect certain information regarding your use of the Services. Your Information shall only be accessible to Adobe personnel except in the case Your Content has been approved by Adobe to be posted on [acrobatusers.com](http://acrobatusers.com), in which case Your user ID may be posted with Your Content.

**8.4** Storage and Use of Information. Adobe stores your Information in accordance with Adobe's then-current storage policies. Adobe may delete, as applicable, all or portions of your Information or Information of Participants upon termination of this Agreement.

**8.5** Security. Adobe has implemented technical safeguards and procedures to help protect communications with the Services including communication of Content and Information. In addition, Adobe will only disclose Content and Information as provided in the Adobe Online Privacy Policy or the General Terms, as applicable. Adobe shall make commercially reasonable efforts to block the uploading of Content to the Services that contains viruses detected by using industry standard virus detection software.

**8.6** Communications from Adobe. Notwithstanding any communications preferences indicated by you, Adobe may send to you service-related e-mails regarding service maintenance events or modifications to the functionality or delivery of the Services.

## **9. Availability.**

**9.1** Availability of the Services. Adobe uses reasonable efforts to make the Services available 24 hours a day, 7 days a week. However, there will be occasions when the Services will be interrupted for maintenance, upgrades and repairs, or as a result of failure of telecommunications links and equipment that are beyond Adobe's control. Adobe will take reasonable steps to minimize such disruption, to the extent it is within Adobe's reasonable control. The Services may not be available in all languages.

**9.2** Availability of the Support Forums. Adobe may make available from time to time forums such as <http://www.acrobatusers.com/forums> on which you may seek help regarding your use of the Services. Such forums may not be available in all languages.

## **10. 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 Services. In the event these Additional Terms, the General Terms and the Adobe Online Privacy Policy conflict, the documents shall have the following order of precedence: (i) Additional Terms, (ii) the Adobe Online Privacy Policy, and (iii) General Terms.