

Terms of Use – ADOBE AFFILIATE PROGRAM

The following terms, entered into by and between "You" (or the "Publisher") and Arvato Digital Services LLC ("Arvato"), govern Your participation in a marketing program that allows You to earn commissions on sales of Adobe Systems Incorporated ("Adobe") products initiated via links on Your website (such program, the "Adobe Affiliate Program"). Please read these terms carefully before you click the "Create Account" button. By clicking on the "Create Account" button You (i) accept and agree to be bound by these terms and conditions and any other documents or terms that are incorporated by reference herein (collectively referred to as these "Terms of Use") and (ii) upon confirmation of acceptance by Arvato, shall become authorized to receive commission payments for sales of Adobe products to end users who purchase through a link on Your website.

1. Definitions

The following terms when used in these Terms of Use shall have the meanings described below:

- a. "Artificial Traffic" is a collective term for invalid Clicks, Leads and Transactions, which may originate (for example and without limitation) from automatic openings, spiders, robots, requests in e-mail or chat rooms, script generators, placing links on websites other than the website approved by Arvato and Clicks which are not generated by a browser, Clicks which are not preceded by an active act of a Visitor who wants to reach a certain website.
- b. "Click" means a click by a Visitor on a link on the Publisher's website connecting to a Linked Website.
- c. "Lead" means a Visitor who is connected to a Linked Website by the Publisher and who has completed an affirmative act at the Linked Website, including but not limited to registering as a user.
- d. "Linked Website" means a website, featuring Adobe products and administered by Arvato, which is connected to a link on the Publisher's website.
- e. "Publisher Interface" means the login-protected website that provides the Publisher with reporting on activity and commissions, account and service management, and access to the Terms of Use, as it may be updated from time to time.
- f. "Traffic" is a collective term for valid Clicks, Leads and Transactions.
- g. "Transaction" means a Visitor who has purchased an Adobe product featured on the Linked Website.
- h. "Visitor" means any person who connects to a Linked Website via a link placed on the Publisher's website.

2. The Service

- a. Upon acceptance by Arvato, You shall be allowed to link to the Linked Website from Your website.
- b. Arvato reserves the right in its sole discretion to modify, amend or change these Terms of Use at any time. The Publisher is expected to check these Terms of Use from time to time to keep informed of any amendments to the Adobe Affiliate Program, and must comply with the requirements of the Adobe Affiliate Program, including in particular any requirements as to the nature and content of the Publisher's website as well as the use of third-party trademarks and logos. The amended contractual conditions shall be deemed approved if Publisher does not exercise this right of termination.

3. Obligations of the Publisher

- a. You are solely responsible for Your website and its contents and shall ensure that Your website conforms at all times to all applicable laws, rules and regulations, including but not limited to any copyright laws.
- b. If Publisher is an incorporated or registered entity, Publisher represents and warrants that it will provide proof of its registration or incorporation in the form of a VAT identification number or EIN or similar documentation. If Publisher is a company with limited liability, Arvato must be also be provided with Publisher's full registered name, company registration number, registered office address, and trading address, if different.
- c. If You are a natural person You represent and warrant that you are at least 18 years of age. If You have not reached the age of 18, a parent or guardian must consent to Your registration to Arvato's service. The registration of a Publisher below the age of 18 without parental or guardianship consent will be ineffective.
- d. You represent and warrant that the information furnished to Arvato about Yourself and Your website is true, accurate, current and complete and you agree to update Your information on the Publisher Interface as necessary to maintain its truth and accuracy. You must notify Arvato immediately of any changes in the information by updating the information about You on the Publisher's Interface.
- e. You represent and warrant that either the rights to all information and content on the Your website belong to You or that the owner of the rights to the information and content on the Your website has given explicit permission to such publication there. You also represent and warrant that the information and productions on the Publisher's website do not infringe any rights of third parties, including intellectual property rights, and that such information and productions are, and shall not be, offensive or prohibited.
- f. You must not in any way generate or contribute to generating Artificial Traffic to Linked Websites.

- g. You must not interfere or disrupt any other person from enjoying or using the Linked Website, including but not limited to by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature, or in any other manner encourage or facilitate violations of these Terms of Use.
- h. You must notify Arvato immediately of any known or suspected improper or wrongful use of the Your links to the Linked Websites and/or to the Adobe Affiliate Program or of Arvato's service in any way whatsoever.

4. Obligations of Arvato

- a. Arvato undertakes to execute payments to Adobe Affiliate Network Publishers in accordance with these Terms of Use.
- b. Personal details provided to Arvato through this website will only be used in accordance with our Privacy Policy, available at <https://adobe.tradedoubler.com/login>.

5. Remuneration

- a. The Publisher will earn a commission on each Transaction initiated via a Linked Website, which amount varies depending on the program country and is listed in the program overview available on the Publisher Interface.
- b. The Publisher agrees to "self-billing", which means that Arvato will create the invoice on behalf of the Publisher. VAT or any other similar tax (if applicable) is added to the remuneration shown on the Publisher Interface
- c. In accordance with clause 5(c), payment of accumulated remuneration to the Publisher shall be made monthly in arrears provided that the Publisher has generated valid Traffic.
- d. Payment of remuneration will be made to the Publisher if, prior to the monthly payment date, the sum of the commission on Transactions exceeds the "Publisher Minimum Payment" described below. The Publisher Minimum Payment depends on the program country:

<i>Austria</i>	<i>25</i>	<i>EUR</i>
<i>Belgium</i>	<i>50</i>	<i>EUR</i>
<i>Brazil</i>	<i>200</i>	<i>BRL</i>
<i>Denmark</i>	<i>400</i>	<i>DKK</i>
<i>Finland</i>	<i>50</i>	<i>EUR</i>
<i>France</i>	<i>50</i>	<i>EUR</i>
<i>Germany</i>	<i>25</i>	<i>EUR</i>
<i>Ireland</i>	<i>30</i>	<i>EUR</i>
<i>Italy</i>	<i>50</i>	<i>EUR</i>
<i>Netherlands</i>	<i>50</i>	<i>EUR</i>
<i>Norway</i>	<i>500</i>	<i>NOK</i>
<i>Poland</i>	<i>150</i>	<i>PLN</i>
<i>Portugal</i>	<i>50</i>	<i>EUR</i>
<i>Spain</i>	<i>50</i>	<i>EUR</i>
<i>Sweden</i>	<i>500</i>	<i>SEK</i>
<i>Switzerland</i>	<i>40</i>	<i>CHF</i>
<i>UK</i>	<i>30</i>	<i>GBP</i>
<i>Rest of the world</i>	<i>100</i>	<i>USD</i>

- e. Nothing in these Terms of Use shall create or be deemed to create, a partnership or employer-employee relationship between Arvato and the Publisher.
- f. Payment to the Publisher will be made directly to the Publisher's bank account. The Publisher must specify on the respective interface details of his bank account (including name and branch of the bank, sort code of the branch and the Publisher's account number).
- g. If commissions on one or more Transactions cannot be paid to the Publisher within six (6) months after the Transaction date due to no fault of Arvato (e.g., because the Publisher has not provided bank account details or the Publisher Minimum Payment for the program country was not yet exceeded), the respective Transactions will be declined.

The Publisher is responsible for the payment of all tax and national insurance payable on any payments made to him by Arvato.

6. Contests and Promotions

- a. If You use Your website or any other platform to communicate or administer a promotion (i.e., a contest or sweepstakes) for Adobe products, You are responsible for the lawful operation of that promotion, including but not limited to:
 - i. The official rules;
 - ii. Offer terms and eligibility requirements (i.e., age and residency restrictions); and
 - iii. Compliance with applicable rules and regulations governing the promotion and all prizes offered (i.e., registration and obtaining necessary regulatory approvals).
- b. Any such promotions must include a complete release of Arvato and Adobe by each entrant or participant.
- c. Arvato will not assist You in the administration of Your promotion, and You agree that if you use your website or any other platform to administer Your promotion, You do so at your own risk.

7. Limits on Arvato's Liability

- a. Arvato shall not be liable for costs and damages incurred by the Publisher arising out of this Agreement unless caused directly by the negligence of Arvato in providing its service. In the event that Arvato is liable for any of the aforementioned costs or damages, in no event shall Arvato's cumulative liability exceed the payments made to the Publisher pursuant to these Terms of Use. Arvato shall not in any circumstances be liable for indirect or consequential damages and costs incurred by the Publisher for any reason whatsoever.
- b. Arvato will not be liable for defects in the service, interruptions in the accessibility to the service, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components in Arvato's service or for any damage caused by viruses or components to the service, the Publisher's software and/or the Publisher's website. Arvato shall not be liable for any error in the implementation of the links on the Publisher's website or for the specified function of the links.

8. Term and Termination

- a. These Terms of Use shall be effective upon Arvato's acceptance of You as a Publisher and shall remain in effect until terminated.
- b. Both parties are entitled to terminate this Agreement with immediate effect at any time. The Publisher must cease to use the service immediately upon the termination of this Agreement and delete all links to Linked Websites on the Publisher's website.
- c. If Publisher's participation in the Adobe Affiliate Program is terminated by either party, Arvato will pay any outstanding amount due to Publisher on the next following payment date (unless the Publisher is terminated for the reasons stated in Section 8(d)(iii) below).
- d. Violation of these Terms of Use may, in Arvato's sole discretion, result in termination of Your participation in the Adobe Affiliate Program. Furthermore, Arvato is entitled to terminate this Agreement and/or suspend the Publisher from the Adobe Affiliate Program for any reason, including but limited to if:
 - i. Arvato in its sole discretion considers the Publisher or the content of his website inappropriate in any way;
 - ii. Arvato is requested to do so, for any reason, by Adobe;
 - iii. the Publisher acts fraudulently or illegally in any way or the Publisher generates or tries to generate Artificial Traffic to Linked Websites or the Publisher in any other way breaches any of the provisions of these Terms of Use.
- e. Upon suspension or termination of the Publisher from the Adobe Affiliate Program, Arvato shall inform the Publisher, the Publisher shall immediately delete all links to Linked Websites or other relevant website/s and any rights granted to you under these Terms of Use shall cease.
- f. This Agreement expires immediately on termination and no remuneration will be paid to the Publisher for the Adobe Affiliate Program if the Publisher is terminated for the reasons stated in 8(d)(iii).

9. Indemnity

- a. The Publisher (and any third party for whom the Publisher operates a website that links to the Linked Website) shall indemnify, defend and hold Arvato and Adobe and each of their officers, directors, members, employees, affiliates, subcontractors and agents harmless against any claims, losses, damages, expenses (including reasonable attorneys' fees) arising out of or relating to Publisher's participation in the Adobe Affiliate Program, including but limited to Publisher's breach of these Terms of Use, actual or alleged infringement of a person's intellectual property rights, the contents of the Publisher's website, any incorrect information given to Arvato by the Publisher, Publisher's improper, negligent or unauthorized use of Arvato's service and technical problems or loss of data caused by the Publisher on Arvato's website or on any website to which the Publisher is linked by Arvato, or any promotion related to Adobe products that you administer on your website or any

other platform. You will cooperate as fully required by Arvato or Adobe, as applicable, in the defense of any such claim. Arvato reserves the right to assume the exclusive defense and control of any matter subject to indemnification by You, and You will not settle any claim without the prior written consent of Arvato.

10. Assignment of the Agreement

- a. The Publisher may not assign or transfer his rights or obligations under these Terms of Use in whole or in part to any third party without the prior written consent of Arvato. The Publisher acknowledges and agrees that Arvato may assign its rights and obligations under these Terms of Use and divulge or transfer information about the Publisher's website, e-mail, etc. to any third party.

11. Consent

- a. The Publisher consents to the publication of the Publisher's name, web address, etc. at Arvato's website.

12. Severability and Waiver

- a. If any provision of these Terms of Use or part thereof should to any extent be or become invalid or unenforceable, such provision shall be deemed separable from the remaining provisions of these Terms of Use and shall not affect or impair the validity or enforceability of the remaining provisions of these Terms of Use. No waiver by Arvato of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Arvato to assert a right or enforce provision under these Terms of Use shall not constitute a waiver of such right or provision.

13. Intellectual Property Rights

- a. Publisher acknowledges and agrees that Arvato or subcontractors of Arvato, as the case may be, own all copyrights, trademarks, know-how or any other intellectual property rights connected to the Adobe Affiliate Program, including but not limited to the content of Arvato's website, or software necessary for the Publisher's participation in the Adobe Affiliate Program. The Publisher does not acquire any intellectual property rights, licenses or any rights whatsoever under these Terms of Use other than to use links to Linked Websites in accordance with these Terms of Use.

14. Survival

- a. Any provision of these Terms of Use that contemplates performance or observance subsequent to termination or expiration of these Terms of Use, including but not limited to Your indemnity and the limit on Arvato's liability, shall survive termination or expiration of this Agreement and continue in full force and effect.

15. Applicable Law

- a. This Agreement shall be governed by, and construed in accordance with the laws of New York, excluding its choice of law provisions, and is subject to the exclusive jurisdiction of the New York courts.

16. Entire Understanding

This Agreement constitutes the exclusive and entire agreement between You and Arvato with respect to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals of any kind, whether written, oral, express or implied, relating to its subject matter. Any unilateral terms or conditions on any materials that You regularly use (e.g., pre-printed materials, order forms, invoices) shall not supersede the terms and conditions of this Agreement, and any such document will be for administrative purposes only and shall have no legal effect.