



## Adobe Digital Learning Services (ADLS) Terms and Conditions

Adobe Digital Learning Services (ADLS) Terms and Conditions Effective **January 9, 2023**

### Applicability

For Customers who have a License Agreement with Adobe, that License Agreement as supplemented by these Terms and Conditions will govern those Customers' use of the Learning Services.

For Customers purchasing Learning Services using a credit card or the PO Only Process, the following terms and conditions will govern those Customers' purchase and use of the Learning Services.

These Terms and Conditions are subject to change at any time, but only the version current at the time of purchase will apply to the Customer.

### Definitions

As used in these Terms and Conditions:

- "Adobe" means the applicable Adobe entity for the Learning Services transaction
- "Customer" means that entity or individual which is a party to a License Agreement with Adobe, or in the absence of a License Agreement, that entity or individual who agrees to these Terms and Conditions
- "License Agreement" means that current end-user license agreement entered between Customer and Adobe under which Customer may purchase Learning Services
- "ADLS" means Adobe Digital Learning Services
- "Learning Services" means those eligible education products and services intended to train Customer on the use of Adobe products
- "Learning Courses" means all forms of ADLS instructor-led courses delivered virtually or in-person and courses made available on-demand
- "Bank of Funds" means a purchased amount of Learning Services that will be decremented by the price of each course, or other Learning Service products until the purchased amount is fully depleted
- "Custom Learning" means Learning Consulting engagements delivered by an ADLS Learning Architect or Instructor and billed at an hourly rate
- "Learning Subscription" means an entitlement that allows Customer to attend an unlimited number of ADLS public education courses and/or access to on-demand courses over the duration of the Subscription Period. Learning Subscription types are specified at <https://learning.adobe.com/learning-subscription.html>
- "Exam Voucher" means an entitlement that allows an individual to register for an Adobe Digital Learning Services credential exam
- "PO Only Process" means the ability to purchase ADLS Learning Services through issuing a purchase order to Adobe for the desired Learning Services
- "Course Materials" means written, electronic, or other materials distributed for use by course participants including but not limited to all patent rights, copyrights, trademark rights, and trade secret rights
- "Named User" means an individual authorized by the Customer and has an email address from the customer domain to use the entitlements included in the Learning Subscription product
- "Subscription Period" means that period starting from the Start Date and ending on the End Date in which the Learning Subscription may be utilized
- "No Show" means not attending a course in which Customer was enrolled and never cancelled prior to the Start Date of the course

## General Terms applicable to Learning Services for PO Only Process and Credit Card purchase

1. **Payment of Fees.** Customer must pay any applicable fees according to the payment terms on any applicable ordering document. Adobe may charge interest at a monthly rate equal to the lesser of 1% per month or the maximum rate permitted by applicable law on any overdue fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full. Customer agrees to provide clear indication with its payment as to which invoices or portion thereof the payment should be applied. Alternatively, these payment details can be emailed to [sjar@adobe.com](mailto:sjar@adobe.com) no later than the date of payment. Adobe may, in its sole discretion, terminate the applicable Learning Services for non-payment of fees invoiced.
2. **Purchase Order Terms and Conditions.** Any terms or conditions in Customer's purchase order or any other related documentation submitted by or on behalf of Customer to Adobe do not form part of the applicable order and are void, unless otherwise expressly agreed in writing and signed by both Customer and Adobe.
3. **No assignment.** Customer may not assign, voluntarily, by operation of law or otherwise, any rights or obligations to Learning Services without the prior, written consent of Adobe. Any (attempted) assignment in derogation of this section will be null and void.
4. **Relationship.** The parties intend that each party is an independent contractor of the other.
5. **Trade Compliance.** Customer acknowledges that the Learning Services may be subject to the trade control laws and regulations of the United States and other national governments, and Customer will comply with these laws and regulations.
6. **Choice of Law.** Any dispute arising out of the Learning Services is governed, construed, and enforced under the laws of the state of California, without regard to its principles of conflict of laws.
7. **Warranty disclaimer.** The Learning Services are provided as-is without any warranties.
8. **Limitation of Liability.** Adobe will not be liable to Customer for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages; loss of profits; loss of reputation, use, or revenue; loss or corruption of data; or interruption of business. Adobe's total liability in any matter arising out of or related to the Learning Services is limited to US \$100 or the aggregate amount that Customer paid for access to the Learning Services during the three-month period preceding the event giving rise to the liability, whichever is larger.
9. **Entire Agreement.** No amendment, change, discharge, or waiver to the Learning Services will be effective unless in writing and signed by an authorized representative of the party against whom the modification is asserted. These Terms and Conditions along with the applicable order constitute the entire agreement between the parties with respect to the Learning Services and replace any prior agreements, discussions, and understandings.
10. **Proprietary and Confidential Information.** Customer acknowledges and agrees that all rights in and to the Learning Courses and the Course Materials or copies thereof are and will remain at all times the sole and exclusive property of Adobe. Unauthorized copying, transmission, or recording of Learning Courses or Course Materials is strictly prohibited. Course titles and content are subject to change by Adobe without notice.

## Learning Services

The Learning Services provided by ADLS include Instructor-led Courses (Public, Private Virtual, and Private Onsite), on-demand courses, Learning Subscriptions, Custom Learning, and Exam Vouchers. All training courses are for registered participants only. Nonregistered individuals may not attend or view any course. Requests to cancel or reschedule any course must be received in writing and confirmed by Adobe at least seven (7) days prior to the scheduled start date of the applicable learning course. For public courses, class registrations can be cancelled through the Order History page by clicking on the "Drop" button associated with the class. Public courses must be rescheduled by Customer at the time of cancellation. Private courses must be rescheduled by Customer and delivered by Adobe prior to the contractual end date. Any customer who is a No Show for a course will be charged the applicable course fee. Any request to cancel or reschedule outside the specified timeframe will be reviewed on

an individual basis and may or may not be approved. Registered students are responsible for meeting the minimum system requirements to participate in virtually delivered courses.

**Public Education Courses:** Public courses are instructor-led courses held either virtually or at an Adobe-approved training center. Attendees register for public courses through the ADLS portal at [learning.adobe.com](https://learning.adobe.com).

**Private Virtual Education Courses:** Private virtual courses are instructor-led courses delivered using Adobe's virtual training platform and are delivered exclusively for a specific Customer. A maximum of 12 students are permitted per course, unless otherwise specified in the contractual agreement.

**Private Onsite Education Courses:** Private onsite courses are instructor-led courses delivered at the Customer's location. The course price includes instructor travel expenses. A maximum of 12 students are permitted per course, unless otherwise specified in the contractual agreement.

**Custom Learning Projects:** Custom Learning Projects are Learning Consulting services uniquely delivered for a specific Customer. Such projects are developed through collaboration between Adobe and the Customer. Custom Learning Projects are priced and delivered on a time-and-material basis only. Customer shall be liable for any travel expenses incurred by Adobe in connection with the Custom Learning Project. Such expenses will be charged at cost without markup.

**Learning Subscriptions:** Learning Subscriptions provide access to attend an unlimited number of ADLS public education courses and/or access to on-demand learning courses over the duration of the Subscription Period, typically one year. Learning Subscriptions are not for resale or commercial use. Customer must use all entitlements during the applicable Subscription Period and such entitlements cannot be credited, carried over, or used for any other purpose after expiration of the applicable Subscription Period. Learning Subscriptions are non-refundable once purchased. Adobe will provide access instructions to Customer within two business days of receipt of an executed order. **The Learning Subscription Start Date commences on the date the order for purchase is executed.**

Upon purchasing a Learning Subscription product, customer specifies a Named User(s) for the Learning Subscription. Only the Named User may access the content provided by the Learning Subscription. Sharing content or access with anyone but the Named User may result in revocation of the Learning Subscription. The Learning Subscription is non-transferable to any other user unless the designated Named User terminates employment with the Customer. If the Named User terminates, Customer may contact Adobe to specify a new Named User to replace the terminated employee for the remainder of the Subscription Period. Customer must inform Adobe to have users added or removed.

The All Access Learning Subscription allows a Named User to enroll and attend an unlimited number of public education courses as well as consume any or all on-demand courses during the Subscription Period. Named Users may register for public courses at <http://learning.adobe.com/catalog.html>. All Access Learning Subscription holders must comply with the public course cancellation and rescheduling policies mentioned in the "Learning Services" section above. Failure to cancel within the seven (7) day grace period or being a No Show on more than 3 occasions may result in the Named User's Learning Subscription access being deactivated entirely for the remainder of the Subscription Period or having it limited to the on-demand course library only.

An On-Demand Learning Subscription allows a Named User to consume any or all of the on-demand courses in the ADLS on-demand course library during the Subscription Period. On-demand courses are accessed at <https://learning.adobe.com/catalog.html?trainingMethod=On-Demand%20Courses>.

**Exam Voucher:** An Exam Voucher is an entitlement that allows an individual to register for an Adobe Digital Learning Services credential exam. An Exam Voucher (i) may be used by one person, one time, for one exam fee and for test center exams only in the country of voucher purchase; (ii) must be used within six months of the applicable order date; (iii) becomes void if altered or revised in any way; (iv) may not be canceled or redeemed for cash, credit, or refund; (v) may be used only by the Customer, and (vi) may not be used for any Adobe Certified Expert (“ACE”) exams. Neither Adobe’s authorized testing vendor nor Adobe shall be responsible for lost or stolen Exam Vouchers. Exam registrations paid for with a voucher must be completed before the Exam Voucher expiration date. Expired Exam Vouchers have no value and will not be extended. Adobe Digital Learning Services credential exams can be scheduled through ADLS’s authorized testing vendor at <https://learning.adobe.com/certification.html>.

## Using a Bank of Funds

A Bank of Funds can be purchased and used over the applicable License Agreement or applicable order, typically one year, to fund any ADLS Learning Service. Once purchased, the Bank of Funds will be decremented by the list price of (i) public, private onsite, or private virtual training course in which Customer enrolls, registers or attends, (ii) the billable hours delivered on any Custom Learning Project, (iii) the purchase of any Learning Subscription, or (iv) the purchase of Exam Vouchers. Customers may continue to consume Learning Services until the Bank of Funds is fully depleted. List prices are found at <https://learning.adobe.com/products-resources/rate-card.html> and any Learning Services purchased will be in the same currency in which the Bank of Funds was purchased. List prices are subject to change at any time without notice. Any discount from list price must be specified in the applicable License Agreement or applicable order. Upon the Bank of Funds end date, any unused funds shall expire and be forfeited by Customer. Customer may not use a Bank of Funds as a payment method for additional Bank of Funds. Bank of Funds are non-transferable and non-assignable. Bank of Fund accounts may be suspended or cancelled if payment is not received per the invoice terms.

## Purchasing Methods

ADLS Learning Services may be purchased in one of three methods:

1. License Agreement
2. Credit Card
3. The PO Only Process

**License Agreement** – All ADLS Learning Services can be purchased via a contractual agreement between Adobe and the Customer.

**Credit Card** – Purchase of certain Learning Services can be made using a credit card from the [learning.adobe.com](https://learning.adobe.com) website. Any purchase made using a credit card is subject to these Terms and Conditions. **Credit card purchases are non-cancelable and non-refundable once made.**

**PO Only Process** – Customers may purchase all ADLS Learning Services through issuance of a purchase order to Adobe (no contract necessary) if the following conditions are met:

- Order value does not exceed \$30,000 USD
- Customer is an existing Adobe Customer or Partner and the purchased training is for their own use (Training resellers do not qualify to use the PO Only Process)
- There can be no other Adobe products or services purchased on the PO

Customer's issuance of a purchase order will be construed as Customer's acknowledgement and acceptance that these Terms and Conditions govern Adobe's provision of the Learning Services. Customer must include in their purchase order the following information:

- Addressed to Adobe Inc., 345 Park Avenue, San Jose, CA 95110-2704 (Americas Orders)
- Addressed to Adobe Systems Software Ireland Ltd., 4-6 Riverwalk, Citywest Business Campus, Dublin 24 Ireland (International Orders outside the Americas)
- Net 30-day payment terms (No exceptions)
- Billing address for the invoice
- A description of the Learning Services being purchased, the quantity, and the unit price as agreed and provided by the Adobe sales representative

Upon acceptance of a purchase order, Adobe will invoice Customer and such invoice will be due and payable according to the payment terms stated on the invoice.