



Adobe Digital Learning Services (ADLS) Terms and Conditions Prior to January 9, 2023

The terms and conditions in this document are applicable to customers with purchases made **prior to January 9, 2023**. Any purchases made on January 9, 2023 or after, will adhere to the updated Terms and Conditions listed [here](#).

Definitions

As used in these Terms and Conditions:

- "Adobe" and "Marketo" mean Adobe Inc, Adobe Systems Software Ireland Limited and/or Adobe Systems Federal, Inc.
- "Adobe General Terms for Adobe Digital Learning Services" means those terms of use found at <http://www.images.adobe.com/content/dam/acom/en/legal/terms/enterprise/pdfs/DigitalLearningServices-GeneralTerms-2016v1.pdf> which may be updated from time to time.
- "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 the Adobe General Terms for Adobe Digital Learning Services.
- "License Agreement" means that current end user license agreement entered between Customer and Adobe under which Customer may purchase Learning Services.
- "Learning Services" means those eligible educational sessions intended to assist Customer with the use of licensed Adobe products which are offered in the following manners: public virtual settings, regional training centers, onsite classrooms and subscription trainings.
- "Purchase Order" means that remittance advice that may not exceed \$30,000 that Customer may issue to Adobe for the purchase of Learning Services in accordance with the terms and conditions set forth below. A Purchase Order will be deemed a Sales Order (as such term is referenced in the License Agreement) and must identify the specific Learning Services being purchased.

Adobe may distribute written materials ("Course Materials") for use by Customer's designated participants during a Learning Course. All rights in and to the Learning Courses and the Course Materials (including but not limited to all patent rights, copyrights, trademark rights and trade secret rights), and all copies thereof, are and will remain at all times the sole and exclusive property of Adobe. Customer acknowledges and agrees that the intellectual property associated with the Learning Courses and the Course Materials, and any other nonpublic information of a technical or commercial nature concerning Adobe or the Learning Courses and the Course Materials disclosed to Customer in connection with these Terms and Conditions constitute Adobe's confidential and proprietary information.

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. Learning Services will be deemed Professional Services as such term is referenced in the License Agreement.

For Customers who do not have a separate License Agreement with Adobe, the Adobe General Terms for Adobe Digital Learning Services as supplemented by these Terms and Conditions will govern those Customers' use of the Learning Services.

Cancellation or Rescheduling

REGIONAL OR VIRTUAL PUBLIC CLASSES

Enrolled learners in ADLS instructor-led classes can cancel class registrations through the Order History page by clicking on the "Drop" button associated with the class. Cancellations must be completed at least 7 days in advance before the scheduled class starts. Cancellations beyond the 7 day window may be considered by [contacting us](#) with your order details (class ID, course title, course dates, full name, and email address you enrolled under) and reason for cancellation.

If Customer fails to provide such confirmation of cancellation, and Customer's registered attendee does not show up for the learning, Customer will forfeit all applicable fees. Adobe reserves the right to reschedule or cancel a learning course due to low enrollment or if necessitated by an unforeseen circumstance, and if so, Customer may choose to: (1) receive a full refund of the applicable fees; or (2) reschedule and attend another class, prior to the expiration of the applicable term. Adobe will not be liable for non-refundable travel that the customer may incur.

REGIONAL OR VIRTUAL PRIVATE CLASSES

Private virtual courses are limited to 12 participants. Customer's request to cancel or reschedule any learning must be received in writing and confirmed by Adobe at least seven (7) days prior to the scheduled date of the applicable learning course in order for Customer to reschedule at no additional cost. Such course must be rescheduled and used before the expiration of the applicable term. Adobe reserves the right to cancel a private virtual learning course if necessitated by an unforeseen circumstance. Such courses shall be rescheduled and delivered prior to the expiration of the applicable contract term.

CUSTOMER ONSITE PRIVATE CLASSES

Private Customer premises learning courses allows up to a maximum of 12 participants. Course price includes instructor travel expenses. Learning must be completed by the identified End Date. Any request to cancel or reschedule a course must be received in writing and confirmed by Adobe at least seven (7) days prior to the scheduled date of the applicable learning course in order for Customer to reschedule at no additional cost. Such course must be rescheduled and used before the expiration of the applicable contract term. Adobe reserves the right to cancel a learning course if necessitated by an unforeseen circumstance. Such courses shall be rescheduled and delivered prior to the expiration of the applicable contract term.

NO-SHOW POLICY FOR ALL ACCESS LEARNING SUBSCRIPTION AND MARKETO LEARNING PASSPORT HOLDERS

Enrolled learners in ADLS instructor-led classes can cancel class registrations through the Order History page by clicking on the "Drop" button associated with the class. Cancellations must be completed at least 7 days in advance before the scheduled class starts. Cancellations beyond the 7 day window may be considered by [contacting us](#) with your order details (class ID, course title, course dates, full name, and email address you enrolled under) and reason for cancellation.

If Customer fails to provide such confirmation of cancellation, and Customer's registered attendee does not show up for the learning, the registered **Named User** who does not attend the scheduled class will be marked as a 'No-Show'.

Repeated 'No-Show' infractions (3+) may result in that **Named User** being limited to the On Demand Course library only, OR having their subscription deactivated all together for the remaining term of the learning subscription.

Applicable to Purchase Order Customers

PURCHASE OF LEARNING SERVICES USING A PURCHASE ORDER

Adobe offers a wide array of learning services to assist the authorized users of its products and services. Customer may purchase Learning Services through the issuance of a Purchase Order to Adobe. Customer's issuance of a Purchase Order shall be construed as Customer's acknowledgement and acceptance that these Terms and Conditions and the terms of the License Agreement shall govern Adobe's provision of the Learning Services.

The Learning Services will be provided in accordance with the foregoing terms and conditions ("Terms and Conditions") and the License Agreement. In the event of a conflict between the Terms and Conditions, the License Agreement and Customer's Purchase Order, such conflict will be resolved in accordance with the following hierarchy: Terms and Conditions, then the License Agreement and then the Purchase Order. Additional terms and conditions relating to the Learning Services may be provided to Customer at the time of registration.

Upon receipt and acceptance of a Purchase Order, Adobe will invoice Customer and such invoice will be due and payable upon receipt. Customer must register for the purchased Learning Services within twelve (12) months from the date of issuance of the purchase order. If Customer fails to register for the purchased Learning Services within twelve (12) months of the purchase date, Customer will forfeit all fees relating to such course.

Customer may cancel its purchase of Learning Services within 30 days of date of purchase and receive a full refund of applicable fees by contacting Adobe Digital Learning Services via email: adls@adobe.com.

REGISTRATION PROCESS

Customer acknowledges that it has read and fully understands and agrees to comply with these Terms and Conditions. The individual registering for Learning Courses represents that he or she has the authority to bind Customer to these Terms and Conditions.

By continuing and registering for a learning course, the Customer's acknowledgement and acceptance shall be presumed by Adobe.

Applicable to Credit Card Purchases

PURCHASE

Customer must register for the purchased Learning Services within twelve (12) months from the date of credit card payment. If Customer fails to register for the purchased Learning Services within twelve (12) months of the purchase date, Customer will forfeit all fees relating to such course.

Customer may cancel its purchase of Learning Services within 30 days of date of purchase and receive a full refund of applicable fees by [contacting us](#).

All Access Learning Subscription & On-Demand Learning Subscription credit card purchases are not eligible for refunds or exchanges.