

Primary and Secondary Education Named User Additional Terms

Last updated February 23, 2018.

These Additional Terms govern your use of any named user offering for primary and secondary (“K-12”) students (“Offering”) and are incorporated by reference into the Adobe General Terms of Use (“General Terms”) located at <http://www.adobe.com/go/terms> (these Additional Terms and the General Terms are collectively referred to as “Terms”). “You” or “you,” as used in these Additional Terms, means a qualified K-12 education institution, defined at: www.adobe.com/go/primary-secondary-institution-eligibility-guidelines. Otherwise, capitalized terms not defined here have the same meaning as defined in the General Terms.

1. Deployment of the Offering: Enterprise IDs or Federated IDs Only.

You may only deploy the Offering using Enterprise or Federated IDs. Use of Enterprise or Federated IDs is essential to ensuring we can meet our student privacy commitments to you and that we do not track or market to student users. Use of Enterprise or Federated IDs also ensures you retain control over the applications and services available to K-12 students and the files and data K-12 students store. Any deployment of an individual Adobe ID to a K-12 student nullifies any representation or warranty we make regarding the use and protection of K-12 student data, and you must defend and indemnify us for any student privacy or other claims related to your license deployment using an Adobe ID for the Offering. More information about ID types is available at: <https://helpx.adobe.com/enterprise/help/identity.html>.

2. Compliance with Law and Obligations.

2.1. **FERPA Compliance.** Adobe will be designated as a “school official” as defined under FERPA and its implementing regulations, and we agree to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

2.2. **COPPA Compliance.** If you are located in the United States, you are solely responsible for compliance with the Children’s Online Privacy Protection Act of 1998 (“COPPA”), including obtaining verifiable parental consent for collection of student personal information in the Offering for any child under the age of 13 and in any other Adobe application that you allow K-12 students to access (“Parental Consent”).

2.3. **Special Terms for Other Jurisdictions.** Certain other jurisdictions located around the world may have laws that require you to:

- (a) provide disclosures to parents regarding the collection of student personal information in the Offering and in any other Adobe application that you allow K-12 students to access;
- (b) obtain Parental Consent, including verifiable consent from parents regarding cross-border data transfers;
- (c) provide disclosures to and obtain consent from parents regarding content ownership; or
- (d) include a link to Adobe’s Privacy Policy (<https://www.adobe.com/go/privacy>) in any parent notification or consent request you provide.

You are responsible for ensuring that you can use the Offering consistent with your local laws. Information about how we collect, use, and disclose personal information collected from students in connection with the Offering is set forth in Adobe’s Privacy Policy: (<https://www.adobe.com/go/privacy>). Adobe is your data processor and you are the data controller in connection with the collection of student personal information in the Offering and in any other Adobe application that you allow K-12 students to access.