Adobe Photoshop Lightroom API Terms of Use

These Adobe Photoshop Lightroom API Terms of Use (the "Terms") govern your use of and access to the API for the Adobe Photoshop Lightroom product ("Product") and other Adobe-offered developer resources, and supersede any prior agreements between you and Adobe.

1. **Definitions**.

1.1. "**API(s)**" means, for the applicable Product, the application programming interface, which is a set of routines, protocols, tools, and API Documentation.

1.2. **"API Documentation"** means the applicable technical specification and usage information for the API.

1.3. **"API Key(s)"** means the access credential assigned to you to access and use the API.

1.4. **"Developer Software"** means any software applications, programs, add-ons, extensions, plug-ins and other technologies you develop with or using the API.

1.5. **"Content"** means any text, information, or material, such as audio files, video files, electronic documents, or images, that you upload and import into, or create, in connection with or through your use of the API.

2. **User Obligations.**

2.1. **Development License.** Subject to these Terms, we grant you a nonexclusive, nontransferable, revocable license to internally use the API for the development and testing of your Developer Software. You may not provide access to the API through your Developer Software.

2.2. **Modifications.** We may modify, update, or discontinue any API (including any of its portions or features) at any time without notice or liability to you or anyone else. Your implementation and use of the most updated API is at your sole cost and expense. Your continued access to or use of the API following an update or modification will constitute acceptance of such update or modification.

2.3. **Non-Public API(s).** You may not publicly show or disclose any API(s) that are not publicly documented at the time you are given access to them. The use of such non-public API(s) may be subject to additional obligations of confidentiality.

2.4. **Third-Party Terms.** The API may contain third-party software (such as free or open source software) and may be subject to additional terms and conditions typically found in a separate license agreement; a "ReadMe" file; a "License" file; or in the "Third Party Software Notices and/or Additional Terms and Conditions" found at http://www.adobe.com/go/thirdparty (collectively, "Third-Party License Terms"). The Third-Party License Terms may require you to pass through notices to your end users. The Third-Party License Terms control in the event of a conflict between these Terms and such Third-Party License Terms.

2.5. **Usage Limits.** We may limit your use of the API in our sole discretion, such as by limiting the number or type of calls accepted by or to the API if we believe that the number of calls may negatively impact the API.

2.6. **No sublicensing.** You may not sublicense the API for use by a third party. You may not (a) rent, lease, lend or grant other rights in the API, including rights on a membership or subscription basis, or (b) provide use of the API in a computer service business, third party outsourcing facility or service, service bureau arrangement, network, or time-sharing basis**.**

2.7. **Limiting Use of API Output.** You will not use the API to create, train, or improve – either directly or indirectly – a similar or competing product or service to the Product.

2.8. **Access to Your Content**. Where permitted by law, we will only access, view, or listen to your Content in limited ways. For example, in order to perform services in connection with the API, we may need to access, view, or listen to your Content to (A) respond to Feedback or support requests; (B) detect, prevent, or otherwise address fraud, security, legal, or technical issues; and (C) enforce the Terms.

2.9. **Privacy.** The Adobe Privacy Policy (http://www.adobe.com/go/privacy) governs any personal information you may provide to Adobe.

2.10.   **Compliance.** You will comply with applicable laws, regulations in connection with your use of the API, and you will not use the API to encourage or promote illegal activity or violate third-party rights. This includes prohibiting you from:

(a) Using the API for any activities where the use or failure from the API could lead to death, personal injury, or environmental damage; and,

(b) Using the API to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.

3.   Intellectual Property

3.1. **Adobe Intellectual Property Rights.** The items contained in the API are our and our suppliers' intellectual property and are protected by law, including United States copyright, trademark, trade secret, and patent law, international treaty provisions and applicable laws of the country in which they are being used ("Adobe Intellectual Property").   Adobe reserves all rights not expressly granted in these Terms.

3.2. **Trademark Restrictions.** You may not (A) use any Adobe Trademarks, word or logo design, or any Adobe product name, or any closely similar name or design, in whole, in part, or in any abbreviated form, in the name of your Developer Software, or in a product icon for your Developer Software, or (B) register or seek to register a website domain name or trademark that contains or is confusingly similar to any of the foregoing, or in any other use.

4.   Indemnification. You will indemnify Adobe and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damage, including reasonable attorneys' fees, arising out of or related to your use of the API or your breach of these Terms. We have the right to control the defense of any claim, action, or matter subject to indemnification by you with counsel of our own choosing. You will fully cooperate with us in the defense of any such claim, action, or matter.

5.   Disclaimer of Warranties.

5.1. **The API is provided "AS-IS." To the maximum extent permitted by law, we disclaim all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We further disclaim any warranty that (A) the API will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (B) the results obtained from the use of the API will be effective, accurate, or reliable; (C) the quality of the API will meet your expectations; or (D) any errors or defects in the API will be corrected.**

5.2. **We specifically disclaim all liability for any actions resulting from your use of the API. You may use and access the API at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use of and access to the API.**

6.   Limitation of Liability

6.1. We are not liable to you or anyone else for any special, incidental, indirect, consequential, moral, exemplary or punitive damages whatsoever, regardless of cause, including losses and damages (A) resulting from loss of use, data, reputation, revenue, or profits; (B) based on any theory of liability, including breach of contract or warranty, negligence, or other tortious action; or (C) arising out of or in connection with your use of or access to the API. Nothing in these Terms limits or excludes our liability for gross negligence, intentional misconduct of Adobe or its employees, death, or personal injury.

6.2. Our total liability in any matter arising out of or related to the Terms is limited to the greater of (A) US $100; or (B) the aggregate amount that you paid for access to the API during the three-month period preceding the event giving rise to the liability.

6.3. These limitations and exclusions in this section 6 (Limitation of Liability) apply to the maximum extent permitted by law even if (A) a remedy does not fully compensate you for any losses or fails of its essential purpose; or (B) we knew or should have known about the possibility of damages.

6.4. These Terms set forth the entire liability of Adobe and its affiliates as well as your exclusive remedy with respect to access and use of the API.

7.   Choice of Law and Contracting Entity. If you reside in North America (inclusive of United States, Canada, Mexico, United States territories and possessions, and United States military bases wherever located), your relationship is with Adobe Inc., a United States company, and these Terms are governed by the law of California, U.S.A., unless preempted by U.S. federal law, without regard to conflict of law rules. If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited, and these Terms are governed by the law of Ireland. For customers in Australia, Adobe Systems Software Ireland Limited is acting as an authorized agent of Adobe Systems Pty Ltd. and is entering into this contract in its capacity as agent for Adobe Systems Pty Ltd. You may have additional rights under your local law. We do not seek to limit those rights where it is prohibited to do so by law.

8.   Termination & Removal

8.1. **Termination by You.** You may stop using the API at any time. Such termination does not relieve you of any obligation to pay any outstanding fees.

8.2. **Termination by Us.** We may terminate your access to the API or revoke your assigned API Keys due to your breach of any of the obligations under these Terms.

8.3. **Effect of Termination.** Upon termination, you will no longer have access to the API. Upon termination of your access to the API, your indemnification obligations (Section 4), our warranty disclaimers (Section 5) or limitations of liabilities (Section 6), and dispute resolution provisions stated in the Terms will survive.

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