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"Service" means the server-based functionality that interoperates with the Software to create Portable Document Format files.

"Software" means the Adobe® CreatePDF for iOS software application.

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You shall not modify, port, adapt or translate the Software. You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

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9. Conduct.

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14. Survival.

Sections 1 and 5–20 will survive any termination or suspension of this Agreement.

15. Governing Law.

By accessing and using the Service, you and Adobe agree that all matters relating to this Agreement and your access to, or use of, the Service shall be governed by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is obtained when you are in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is obtained when you are in Japan; or (c) Singapore, if a license to the Software is obtained when you are in a member state of the Association of Southeast Asian Nations, the People's Republic of China (including Hong Kong S.A.R. and Macau S.A.R.), Taiwan, or the Republic of Korea; or (d) England, if a license to the Software is obtained when you are in any jurisdiction not described above. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this agreement. When Singapore law applies, any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this section. There shall be one arbitrator, selected jointly by the parties. If the arbitrator is not selected within thirty (30) days of the written demand by a party to submit to arbitration, the Chairman of the SIAC shall make the selection. The language of the arbitration shall be English. Notwithstanding any provision in this agreement, Adobe or you may request any judicial, administrative, or other authority to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institution of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies. The English version of this agreement will be the version used when interpreting or construing this agreement. This agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

16. Language.

It is the express wish of the parties that the Agreement and all related documents have been drawn up in English and that the English version of this Agreement shall be the sole version used in interpreting and enforcing this Agreement. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

17. Export Control Laws.

You acknowledge that the Service/Software is subject to the U.S. Export Administration Regulations (the "EAR") and that you will comply with the EAR. You will not export or re-export the Service/Software,

directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions (including, but not limited to, Cuba, Iran, North Korea, Sudan, and Syria); (2) any end user who You know or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (3) any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government. In addition, You are responsible for complying with any local laws in Your jurisdiction which may impact your right to import, export or use the Service/Software. If Adobe has knowledge that a violation has occurred, Adobe may be prohibited from providing maintenance and support for the Service/Software.

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The Software may cause your Device, without additional notice and on an intermittent or regular basis, automatically to connect to the Internet to facilitate your access to content and services that are provided to you by Adobe. In addition, the Software may, without additional notice, automatically connect to the Internet to update downloadable materials from these online services so as to provide immediate availability of these services even when you are offline. Whenever the Software makes an Internet connection and communicates with an Adobe website, whether automatically or due to explicit user request, the Adobe Privacy Policy (<http://www.adobe.com/go/privacy>) shall apply to that connection or communication. Additionally, unless you are provided with Additional Terms of Use, the Adobe.com Terms of Use (<http://www.adobe.com/go/terms>) shall apply. Please note that the Adobe Privacy Policy allows tracking of website visits and it addresses in detail the topic of tracking and use of cookies, web beacons, and similar devices.

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19.5 You agree that Apple and its subsidiaries are third party beneficiaries of this Agreement with respect to any such Software, and that Apple will have the right to enforce the Agreement against you as a third party beneficiary.

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You are solely responsible for your familiarity and compliance with any laws that may prohibit you from participating in or using any part of the Service. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, and all other provisions will remain in full force and effect. Adobe's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Adobe in writing. Adobe reserves the right, from time to time, with or without notice to you, to change the terms of this Agreement at our sole discretion. Your rights hereunder may not be assigned or transferred to any third party. This Agreement, including the Privacy Policy, constitutes the entire agreement between you and Adobe and supersedes all prior agreements, representations, and understandings between the parties regarding the subject matter contained herein. Notwithstanding any other provision of this Agreement, Adobe may change, suspend, add, or remove terms and conditions of this Agreement, or cease, change, suspend, add to, or remove the Service or Software, or any portion of the Service or Software, at any time. If any future changes are unacceptable to you, you should discontinue using the Service and Software. Your continued use of the Service and Software following the posting of notice of any such changes to an Adobe web site will indicate your acceptance of the then current Agreement, and of any such changes. In no event will Adobe have any liability as a result of making these changes.

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