

Flash Media Playback EULA

Permitted Use

You may embed a link to Flash Media Playback hosted on Adobe.com in order to allow video to be played on your website.

Restrictions

1. You may not distribute, sell, sublicense, rent, loan, or lease Flash Media Playback and/or any component thereof to any third party.
2. You shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of Flash Media Playback.
3. You agree not to alter, modify, or block any portion of the Flash Media Playback or any of its related technologies.
4. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses Flash Media Playback in a manner that sends more request messages to the Adobe servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.
5. Adobe reserves the right to revoke or block requests from a specific site for any reason.

Obligations

You must include the following minimum terms as part of your terms of use of other agreement between you and your end users: (1) Notify your end user that your product, service or website will allow the Flash Media Playback to be downloaded to the end user's machine; (2) Disclaim all warranties and liabilities on behalf of Adobe and its suppliers; and (3) Notify your end user that your product, website or service is provided by you and you alone.

NO WARRANTY.

You acknowledge that Flash Media Playback is provided to you "AS IS," and Adobe disclaims any warranty or liability obligations to Licensee of any kind. You acknowledge that ADOBE MAKES NO EXPRESS, IMPLIED, OR STATUTORY WARRANTY OF ANY KIND WITH RESPECT TO THE LICENSED SOFTWARE INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY WITH REGARD TO PERFORMANCE, MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. Adobe is not obligated to provide maintenance, technical support or updates to you. The foregoing limitations, exclusions and limitations shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose. Use of Flash Media Playback is solely at your own risk.

LIMITATION OF LIABILITY.

IN NO EVENT WILL ADOBE, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR

INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE LICENSED SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Nothing contained in this Agreement limits Adobe's liability to you in the event of death or personal injury resulting from Adobe's negligence or for the tort of deceit (fraud). Adobe is acting on behalf of its affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this agreement, if any, or contact Adobe's Licensee Support Department.

Governing Law.

You agree that all matters arising from or related to this Agreement (including its validity and interpretation), will be governed and enforced by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to Flash Media Playback is acquired when you are in the United States, Canada, or Mexico; or (b) Japan, if a license to Flash Media Playback is acquired when you are in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) England, if a license to Flash Media Playback is acquired when you are in any other 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. 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.

General Provisions.

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. Updates may be licensed to you by Adobe with additional or different terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Adobe and you relating to the Licensed Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Licensed Software.