



HUM 4747
Legal Issues and Cyber Law
Assignment 1

Introduction

Adobe Photoshop Terms of Use mainly falls within two sets of laws. Firstly, all users must adhere to and follow [Adobe General Terms of Use](#) and also adhere to product-specific terms which in my case is Adobe Photoshop. A critical opinion addressing the overall terms of service is described in the following:

Surprising and Significant Clauses

Content Access and Use

In Section 2.2 (B), it is explicitly stated that content stored locally will not be scanned or reviewed by Adobe. However, in Section 2.2 (C) and (D), it is said that Adobe holds the right to review or scan contents uploaded to cloud for removing illegal and uploaded contents and also for content analytics. The idea that my work can be reviewed by both algorithms and humans is quite surprising.

License Grant for Content

In Section 4.2 (A), it is mentioned that I as a user grant a non-exclusive, worldwide, royalty-free license to reproduce, distribute or create derivative works based on my own contents. Although Adobe has mentioned that it is only for the purpose of operating or improving their services, they can make use of my work in ways that might seem unexpected if I am not familiar with such legal language.

Business Use

A significant clause of the terms is Section 1.3 that indicates that in case of user being a "Business User", the organization or business holds the right to access and control my work.

Community Guidelines

In Photoshop Express Community Guidelines (which is specific for Adobe Photoshop), users need to "Be Respectful and Safe" throughout the use of Adobe Photoshop. Although it might sound simple enough it does not define clear cases where a content may be inappropriate under Adobe terms. For example, content may be deemed unacceptable in case of being associated with "Promotion of terrorism or violent extremism". I find it ambiguous as Adobe being a United States owned company would probably not flag Zionist propaganda as being associated with violent extremism.

Unfair or One-Sided Terms

Content Licensing Terms

As previously mentioned, the clause that allows Adobe to modify and distribute derivative works of my own content is unfair in my opinion even if it is only for service improvement.

Updates to Terms

In Section 1.5, Adobe states that they may make changes to Terms from time to time and in case of my disagreement with the terms, I must stop using their services. This approach of "take it or leave it" is completely one-sided and unfair.

Overall Readability and Accessibility

Legal language

The document is filled with legal jargon. To average users, it may seem complex and challenging to fully comprehend the rights and obligations without legal guidance.

Structure and Navigation

Overall, the terms are well organized and divided into sections, subsections and articles that helps to locate specific clauses.

Impact on my rights as a user

Retention of Ownership

The terms highlight how I retain ownership of my contents but by using Adobe, I am granting license that permits use cases of my content to support their products and features. In my opinion, this takes away some of my rights as the owner of the content.

Effect in Privacy

The terms make it clear that Adobe will not access my local contents but will access contents that I have hosted on their cloud to review. This raises concerns for users uploading sensitive or proprietary materials especially under non-disclosure agreements.

Control over terms

If as a user I am dependent on Adobe Photoshop for my work and for some reason I do not agree with their terms of service update, I have to cancel my subscription and stop using Adobe. This can impact my workflow, especially for those users who are dependent on Photoshop for their income source.