



# Adobe's ToS update gives the company rights over consumers' works

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**Adobe** made changes to the terms of use of their software offerings in 2024 using wording that granted Adobe a license to make use of the users' created content in a variety of ways.

## Background [ [edit](#) | [edit source](#) ]

Adobe, a computer software company that specializes in programs for content creation, editing, and publishing, has stirred controversy with an update to their [Terms of Service](#) (ToS) which declares that by accepting, users grant Adobe a "non-exclusive, worldwide, royalty-free license"<sup>[1]</sup> to their content. This license allows Adobe to "reproduce, distribute, create derivative works, publicly display, publicly perform, and sublicense" the user's content.<sup>[1]</sup>

## Consumer impact [ [edit](#) | [edit source](#) ]

This controversy stems from concerns that the updated ToS may violate existing [non-disclosure agreements](#) (NDAs) and their own [Intellectual property rights](#)<sup>[*citation needed*]</sup>. When the change to the policy was made, users were unable to access their content without first agreeing to the updated ToS, leaving many users unable to retrieve their work<sup>[*citation needed*]</sup>.



### Updated Terms of Use

We've made some changes to the Adobe General Terms of Use regarding the use of Software and Services, including:

- Clarified that we may access your content through both automated and manual methods, such as for content review (Sections 2.2 and 4.1)
- Modified our right to delete content for inactive accounts (Section 5.3)
- Updated the period to resolve disputes informally from 60 to 30 days (Section 14.1)

By closing this window, you'll be unable to continue using Adobe apps and services. By clicking "Accept and Continue," you agree that you have read and accepted the [Terms of Use](#).

[Accept and Continue](#)

Adobe's updated Terms of Service, which does not include an "opt-out" nor a "decline" option.

While Adobe claims they do not use your content to train generative AI<sup>[*citation needed*]</sup>, Adobe does admit they may use your content for machine-learning purposes, and states that users always have the option to opt out<sup>[*citation needed*]</sup>. There is no option on the ToS-acceptance screen to decline or opt out.

## References [[edit](#) | [edit source](#)]

- ↑ <sup>1.0</sup> <sup>1.1</sup> "Adobe General Terms of Use Section 4.3"[↗](#). *Adobe*. 18 June 2024. Archived [↗](#) from the original on 16 Feb 2025. Retrieved 19 Feb 2025.

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This page was last edited on 27 September 2025, at 14:16.

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