



PSLT – Adobe Journey Optimizer (2026v1)

1. **Customer Responsibilities.** Customer is solely responsible for:

- 1.1 ensuring compliance with Applicable Rules;
- 1.2 all testing of Customer Customizations, including security testing;
- 1.3 ensuring that all data ingested into Adobe Journey Optimizer adheres to XDM standards;
- 1.4 ensuring that all data ingested into Adobe Journey Optimizer has been assigned the appropriate DULE label(s);
- 1.5 ensuring that appropriate data use policies (e.g., based on Customer's privacy notices, contractual rights, and consent-based rights) have been implemented, and are executed, within Adobe Journey Optimizer;
- 1.6 using reliable authentication techniques (e.g., SPF, DKIM) for the domain names used to send email communications if Customer does not delegate a sub-domain to Adobe; and
- 1.7 ensuring that the Privacy Service API is only used to process data access, correction and deletion requests originated by individual data subjects.

Adobe will not be responsible for any failure in the operation or security of Adobe Journey Optimizer caused by Customer Customizations or Customer's failure to meet the obligations outlined in sections 1.1 to 1.6 above.

2. **Channel Limitations.** Some Channels may require third-party services to execute the delivery of communications, and Customer will need to purchase a third-party service to execute the delivery.

3. **Delivery Errors.** Adobe is not responsible for the non-delivery or delay of email messages that occur due to email address errors, hard bounces, soft bounces, email filters of mail clients, email blocklists, etc. The foregoing types of errors can also adversely impact email delivery performance and Adobe is not liable for degradation caused by such errors.

4. **Data Retention.**

- 4.1 **Profile Service.** Behavioral/time series data appended to any Profile may be deleted from Adobe Journey Optimizer 30 days from the date of its addition to a Profile or until some alternative time period selected by Customer within Adobe Journey Optimizer.
- 4.2 **Data Lake.** Customer Data stored in the Data Lake will be retained:
 - (A) for 7 days to facilitate the onboarding of Customer Data into the Profile Services, after which it may be permanently deleted; or
 - (B) until deleted by Customer.
- 4.3 **Relational Datastore.** Customer Data stored in the Relational Datastore is retained for 13 months unless otherwise deleted by Customer in Data Lake.

5. **Ad Targeting.** Customer may not use Adobe Journey Optimizer or transmit data from Adobe Journey Optimizer for the purpose of conducting targeted display advertising on any site or application that is not owned by Customer.

6. **Journey Optimizer Loyalty.**

- 6.1. **Loyalty Challenges.** Customer is solely responsible for the design, operation, administration, evaluation, and fulfillment of Loyalty Challenges, including membership, loyalty status, rewards, incentives, and sweepstakes, as well as defining, publishing, and administering all eligibility criteria, rules, redemption requirements, reward conditions, reward values, offer disclosures, and promotional terms applicable to Loyalty Challenges.
- 6.2. **Transaction Events.** Adobe is not responsible for incorrect Loyalty Challenge evaluations resulting from inaccurate, incomplete, delayed, duplicate, or unauthorized, or improperly formatted transaction events.
- 6.3. **Reward Fulfillment and Issuance.** Reward issuance, reward fulfillment, point accounting, redemption processing, prize delivery, and reward ledger management are performed by Customer (or third-party systems designated by, and acting on behalf of, Customer) and are outside the scope of the Covered Service. Adobe is not responsible for issuing, funding, redeeming, fulfilling, honoring, replacing, or guaranteeing any points, rewards, benefits, discounts, coupons, incentives, contests, or sweepstakes associated with Customer's Loyalty Challenge(s).
- 6.4. **Promotional and Sweepstake Compliance.** Customer is solely responsible for determining whether any Loyalty Challenge constitutes a promotion, contest, sweepstakes, lottery, prize drawing, gambling activity, or other regulated activity and for ensuring compliance with all Applicable Rules in regards to such.
- 6.5. **Agentic AI Services.** The Covered Service may include agentic AI services that retrieve information, invoke tools, execute workflows, or otherwise perform actions on Customer's behalf. Customer is solely responsible for configuring and authorizing such agentic AI services, including the permissions and access granted to Customer Data. Customer's obligations and responsibilities with respect to Outputs under the Specific Licensing Terms for Adobe Generative Artificial Intelligence Features apply to any actions performed by agentic AI services, which are deemed Outputs for purposes of this Agreement.

7. **Additional Terms for Licensing of the Messaging Product.** If Customer separately licenses the Messaging Product (as defined in the following set of terms) for use in the United States or Canada, the following additional terms apply to Customer's access and use of the Messaging Product:
<https://www.adobe.com/go/messagingproduct-us-canada>.

8. **Product Description.** The description of the Covered Service, including product entitlements and limitations, is detailed in the applicable Product Description found here: <https://helpx.adobe.com/legal/product-descriptions.html>. If Customer exceeds any product limitations detailed in the applicable Product Description, Adobe may charge Customer overage fees or require Customer to license additional capacity. Additionally, Customer may experience performance degradation. Adobe will not be responsible for any such performance degradation.

9. **Definitions.**

- 9.1. **"Covered Service"** means Adobe Journey Optimizer as identified in an applicable Sales Order.
- 9.2. **"Customer Customizations"** means the customizations made to Adobe Journey Optimizer by Customer or at Customer's direction. Customer owns (or, where applicable, must ensure it has a valid license to) Customer Customizations, subject to Adobe's underlying intellectual property in the Adobe Technology. Customer acknowledges and agrees that Adobe's access to Customer Customizations does not preclude Adobe from independently developing (without use of Customer Customizations) or acquiring similar technology without obligation to Customer.
- 9.3. **"Applicable Rules"** means all applicable laws, guidelines, regulations, codes, rules, and Industry Standard Best Practices in connection with Customer's use of the Covered Service.
- 9.4. **"DULE"** means Adobe's Data Usage, Labeling and Enforcement governance framework.

- 9.5 **“Industry Standard Best Practices”** means the Adobe Acceptable Use Policy located at www.adobe.com/legal/terms/aup.html or a successor website thereto.
- 9.6 **“Loyalty Challenge”** means a set of tasks, activities, conditions, criteria, or other requirements defined and configured by Customer that an individual must complete in order to qualify for a reward, incentive, benefit, or other offering designated by Customer.
- 9.7 **“XDM”** means the Experience Data Model documented at <https://github.com/adobe/xdm>.