



PSLT- Adobe Campaign On-demand Services for Hybrid Deployments: Cloud Messaging & Transactional Messaging (2016v1)

1. Compliance with Applicable Rules and Laws

- 1.1 It is Customer's sole responsibility to comply with Applicable Rules and the following in connection with the use of the On-demand Services described in this PSLT:
- (A) Customer will provide recipients with the means to unsubscribe and therefore no longer receive commercial email communications.
 - (B) Customer will send emails only to: (1) recipients from whom Customer has obtained first-party consent; or, (2) recipients with whom Customer has a business or transactional relationship that constitutes implied consent to receive emails under Applicable Rules or applicable laws.
 - (C) Customer will populate the "From" and "Subject" fields of the email communications with true, accurate and unambiguous information.
 - (D) Customer will use reliable authentication techniques (e.g., SPF/senderID, DK/DKIM) for the domain names used to send email communications.
- 1.2 Customer is solely responsible for obtaining any necessary clearances, consents and approvals from end users under Applicable Rules for any data gathered through Adobe Campaign. Customer acknowledges that Adobe is only acting as a "data processor" or a "data intermediary" on behalf of Customer, and that Customer is the "data controller" or equivalent under applicable privacy and data protection laws (including EU Directive 95/46 if Customer is a resident of the EU).

- 2. Hybrid Deployment.** The On-demand Services described in this PSLT are available only to Customers who have a valid license to Adobe Campaign On-premise Software.
- 3. Transactional Messaging.** Transactional Messaging On-demand Service may be licensed only by Customers who also license Cloud Messaging On-demand Service and license Dedicated Servers.
- 4. Image Serving.** Image Serving may be used only to serve images embedded within an email.
- 5. Customer Data.** In addition to the definition of Customer Data in the General Terms, for purposes of this PSLT, Customer Data also means any information collected from emails, SMS, or other forms of communication generated by the On-demand Services for the use of the On-demand Services.
- 6. License Grant from Customer.** In addition to the License Grant from Customer in the General Terms, Customer grants Adobe and its Affiliates a non-exclusive, worldwide, royalty-free license to use, copy, aggregate, transmit, sublicense, index, store and display Customer Data and Customer Content to the extent necessary to improve the On-demand Service.
- 7. Upgrades or Updates.** Adobe will provide Customers with access to generally available upgrades and enhancements to the enabled features of the On-demand Services without additional fees. With some new releases of Adobe Campaign, including changes to the On-demand Services, or with some upgrades to the enabled features of the On-demand Services, Customer may need to purchase consulting services or professional services if it chooses to migrate its prior customizations or configurations to the new release or upgrade.
- 8. Delivery Errors.** Adobe is not responsible for the non-delivery of any messages that occur due to email address errors, hard bounces, soft bounces, email filters of mail clients, email blacklists, etc. The foregoing types of errors can also adversely impact email delivery performance and Adobe is not liable for degradation caused by such errors.
- 9. Definitions.**
- 9.1 **"Applicable Rules"** means all applicable guidelines, regulations, codes and rules.