



PSLT - Adobe Campaign Standard On-demand Service (2016v1.2)

1. Compliance with Applicable Rules.

1.1 It is Customer's sole responsibility to comply with all Applicable Rules and the following in connection with the use of the On-demand Services:

- (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.
- (C) Customer will populate the "From" and "Subject" fields of the email communications with true, accurate and unambiguous information.
- (D) If Customer is not working with Adobe through a sub-domain delegation, then 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 for any data gathered through the On-demand Services. Customer acknowledges that Adobe is only acting as a "data processor" or a "data intermediary" on behalf of Customer, and 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. **Test Instance.** Customer is solely responsible for all testing performed on the Test Instance, including security testing.

3. **Image Serving.** Image Serving may be used only to serve images embedded within an email sent via the On-demand Services.

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

5. Channels.

5.1 **License.** Customer must license at least one Channel in order to use the On-demand Services.

5.2 **Email Rendering.** In order to use the Email Rendering included with the On-demand Services, Customer must license the email Channel.

6. **Integration Features.** Adobe grants Customer a license to use these features solely to the extent that Customer has a valid license to the Adobe Campaign Standard and to the other service(s) or solution(s) to which it integrates.

7. **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.

8. **Delivery Errors.** Adobe also is not responsible for the non-delivery of email 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 laws, guidelines, regulations, codes and Industry Standard Best Practices.

- 9.2 **“Industry Standard Best Practices”** means Adobe Campaign Acceptable Use Policy located at www.adobe.com/legal/terms/aup.html or a successor website thereto.
- 9.3 **“Instance”** means the entirety of the binaries of Adobe Campaign Standard combined to implement a unique Adobe Campaign database. This unique entity is characterized by a group of parameter settings defined in a parameter definition table (table xtk_entity).
- 9.4 **“Integration Features”** means features of the On-demand Services designed to allow integration with other Adobe services and solutions.
- 9.5 **“Test Instance”** means an Instance intended to allow only for reasonable configuration testing of out-of-the-box features of Adobe Campaign Standard, as described further in the Product Description.