



## PSLT - Adobe Campaign Standard On-demand Service (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) Email communications will not contain information construed to be pornographic, defamatory, libelous, hate speech, or racist.
- (D) Customer will populate the "From" and "Subject" fields of the email communications with true, accurate and unambiguous information.
- (E) 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 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. **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.

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. **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.

6. **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.

7. **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.

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. **Temporary Storage for Transfer of Files.** If Customer exceeds its SFTP account storage quota, Adobe may remove those data files that exceed the storage quota that are older than 15 days without prior notice to Customer.

### 10. Definitions

10.1 **"Applicable Rules"** means all guidelines, regulations, codes and rules.

10.2 **"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).

- 10.3 **“Integration Features”** means features of the On-demand Services are designed to allow integration with other Adobe services and solutions.
- 10.4 **“Test Instance”** means an Instance intended to allow only for reasonable non-production development and configuration testing of out-of-the-box features of Adobe Campaign Standard, as described further in the Documentation.