



## PSLT- Adobe Campaign On-demand Services for Hybrid Deployments: Cloud Messaging & Transactional Messaging (2017v1.1)

### 1. Compliance with Applicable Rules

- 1.1 Customer must comply with Applicable Rules.
- 1.2 If Customer does not delegate a sub-domain to Adobe, then Customer will use reliable authentication techniques (e.g., SPF/senderID, DK/DKIM) for the domain names used to send email communications.
- 1.3 Customer must obtain any necessary clearances, consents and approvals from end users under Applicable Rules for any data gathered through Adobe Campaign.
- 1.4 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. **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 the On-demand Services, including changes to the Adobe Campaign platform, 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 configurations to the new release or upgrade.

6. **Delivery Errors.** Adobe 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.

### 7. Definitions

- 7.1 “**Applicable Rules**” means all applicable laws, guidelines, regulations, codes and rules and Industry Standard Best Practices in connection with Customer’s use of the Products and Services.
- 7.2 “**Industry Standard Best Practices**” means Adobe Campaign Acceptable Use Policy located at [www.adobe.com/legal/terms/aup.html](http://www.adobe.com/legal/terms/aup.html) or a successor website thereto.