

Product Specific Licensing Terms for the Messaging Product (2025v4)

The following terms supplement the Adobe Journey Optimizer PSLT between Adobe and Customer and apply to Customer's access and use of the Messaging Product licensed through Adobe:

1. **Add-on to Adobe Journey Optimizer.** The Parties acknowledge the Messaging Product is made available to Customer as a built-in native integration to Adobe Journey Optimizer. The licensing of Adobe Journey Optimizer with the right to use the Messaging Product, as one combined product, comprises the On-demand Services; therefore, all references to On-demand Services in the Agreement will refer to and apply to the combined product of Adobe Journey Optimizer with the Messaging Product.
2. **License and Restrictions.**
 - a. Customer grants to Adobe (including its Affiliates and subcontractors) a nonexclusive, worldwide right to use and process Customer Data for Adobe to provide and support the Messaging Product.
 - b. Customer will use the Messaging Product in accordance with the Sinch Documentation. Sinch Documentation may be updated to include new features or other changes to the Messaging Product. Customer may use such new features or other changes to the Messaging Product subject to the then-current Sinch Documentation.
 - c. Customer will use the Messaging Product solely for Messages designed to promote or facilitate, directly or indirectly, the goods, services or image of any person or entity pursuing a commercial activity.. For clarity, Customer is prohibited from using the Messaging Product for mobile to mobile or peer to peer messaging purposes.
 - d. Customer's use of the Messaging Product is limited to the United States and Canada only.
 - e. Unless agreed to by Adobe in writing, Customer will not use the Messaging Product to transmit Messages with Protected Health Information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In the event Customer is contractually permitted to use the Messaging Product to transmit Messages with PHI, Customer acknowledges and agrees that Sinch acts as a Business Associate Subcontractor to Adobe and has committed to notify Adobe within thirty (30) days of a Security Incident or Breach of PHI maintained by Sinch, as a result of Sinch's role as a Business Associate Subcontractor. Adobe will thereafter notify Customer in accordance with the applicable Business Associate Agreement executed between Adobe and Customer. For clarity, the PHI referred to in this section is solely limited to the PHI provided by Customer for use in the Messaging Product.
3. **Customer Responsibility.**
 - a. Customer will verify its use and management of Customer Data submitted or transmitted in connection with the Messaging Product, including: (i) verifying Recipient's information such as phone number or address and that they are correctly entered into the Messaging Product, (ii) reasonably notifying any Recipient of the insecure nature of text messaging as a means of transmitting personal data (as applicable), (iii) reasonably limiting the amount or type of information disclosed through the Messaging Product, and (iv) encrypting any Personal Data (as defined in the Agreement) transmitted through the Messaging Product where appropriate or required by applicable law (such as through the use of encrypted attachments, PGP toolsets, or S/MIME). When Customer decides not to configure mandatory encryption, Customer acknowledges that the Messaging Product may include the transmission of unencrypted email in plain text over the public internet and open networks.

- b. Customer will only send Messages to Recipients who have, and continue to, knowingly consent or “opt-in” to receiving such Messages and who have been informed of their rights to, and been given, a free, readily accessible process for cancelling receipt or “opting-out” of receiving future Messages, such as via Recipient text responses of STOP, QUIT, CANCEL, OPT-OUT, and/or UNSUBSCRIBE. Customer will immediately stop sending Messages to a Recipient who has “opted-out” from receiving such Messages. At Adobe’s request, Customer will provide Adobe with proof of any and all such opt-in(s) and opt-out(s) and response time to discontinue transmission of Messages after opt-out, to Adobe’s reasonable satisfaction.
- c. Customer will not use the Messaging Product or permit the Messaging Product to be used:
 - i. to transmit any Message or any electronic material (including viruses or other similar destructive computer programming routines) which causes, or is likely to cause, detriment or harm or damage to any network or any computer systems or telecommunications equipment or mobile handsets owned by any person, or to facilitate the transmission or use of any code that would allow any third party to interfere with or access any Customer Data;
 - ii. to send spam, “junk mail” or unsolicited advertising or promotional Messages or material, or to send or knowingly receive or use any Message or material which is obscene, offensive, abusive, harassing, misleading, fraudulent, violent, unethical, indecent, defamatory, discriminatory, threatening, libelous, unlawful or menacing or promotes alcohol abuse or illegal drug use; or
 - iii. to send any Messages that contain medical or life-threatening emergency information if such Message is the sole transmission channel to the Recipient with respect to such emergency.
- d. Customer acknowledges that the Access Numbers used to deliver Messages remain, at all times, the property of and are subject to the applicable terms and conditions imposed by the entity authorized to administer such Access Numbers. Access Numbers used to deliver Messages from the Messaging Product may be at Adobe’s sole discretion and subject to availability. Customer may not use the Access Numbers except for in relation to the provisioning of the Messaging Product.
- e. Customer will comply with Service Provider Conditions and the Cellular Telecommunications Industry Association (CTIA) Messaging Principles and Best Practices available at <https://www.ctia.org>.
- f. Customer is responsible for ensuring its account is not used to transmit fraudulent Messages.
- g. Customer represents and warrants that it will comply with all legal and regulatory requirements applicable to consents, opt-outs, and any other requirements for the transmission of Messages, including, but not limited to, the Telephone Consumer Protection Act (“TCPA”) and all implementing regulations and Federal Communications Commission (FCC) rules and orders, and the Federal Trade Commission’s (FTC’s) Telemarketing Sales Rule (“TSR”), or any other similar telemarketing laws. Customer represents and warrants that it will comply with Canada’s Anti-Spam Legislation (CASL), that: (i) it is sender of the communications, (ii) the customer is responsible for documentation, compliance, and record-keeping requirements, and (iii) customer is responsible for obtaining all consents required under CASL. For clarity, Customer’s transmission of Messages will be subject to applicable United States federal law or regulation, any Canadian law, and the laws of any United States’ state laws or Canadian provinces, including, but not limited to, Quebec’s Law 25.

4. **Privacy Requests.** The Adobe Privacy Service is not available for the processing of privacy requests related to Customer's use of the Messaging Product. Such privacy requests will be referred to as "Sinch Related Privacy Requests." In delivering the Messaging Product and processing Personal Data contained in Customer Data, Sinch acts as both a sub-processor to Adobe and as independent data controller. In its capacity as a sub-processor, Sinch has an auto deletion process that deletes Messages within 30 days from the date of transmission applicable to each Message transmitted via the Messaging Product. Such process is solely managed by Sinch. In its capacity as an independent data controller, Sinch will retain and delete data as set out in the Sinch Privacy Notice, available at <https://sinch.com/legal/privacy-notice>. For clarity, other than as described above, privacy requests applicable to Customer's use of Adobe Journey Optimizer will be processed by the Adobe Privacy Service per Adobe Documentation.
5. **Mutual Cooperation.** Both Parties will co-operate in good faith and will promptly provide information to the requesting Party relating to the Messaging Product based on an inquiry made by a regulatory or governmental, legal or statutory body, or other third party deemed applicable by the Parties to make such inquiry. The Parties agree to provide each other reasonable assistance in investigating and responding to third party inquiries. Any information and materials exchanged or discovered pursuant to this section will be the disclosing Party's Confidential Information.
6. **Effect of Termination.** Section 3(b) of this PSLT will survive termination of the Agreement.
7. **Disclaimer.** Adobe: (A) does not exercise any control over Customer Data, and Adobe acts as a mere or passive conduit in transmitting and handling of Customer Data; (B) does not represent it block or prevent the transmission of fraudulent Messages; and (C) will not be liable whether in contract, tort, or strict liability to Customer or to any Recipient or any other customer of Customer or an end user for: (i) any Messages deleted or not delivered regardless of the reason for deletion or non-delivery, including, message processing errors, transmission errors; (ii) the accuracy of information provided through the Messaging Product to the extent unrelated to opt-in or opt-out settings provided by Customer; or (iii) any acts performed by Sinch as an independent data controller. Additionally, Customer hereby acknowledges that notwithstanding reference to Sinch and the Sinch Product in this Agreement, Sinch is not a party to this Agreement. Except for claims arising out of or related to this subsection, Customer hereby disclaims, and agrees not to assert, any and all claims of liability against Sinch related to the Sinch Product or to any of the products and services sold under this Agreement, including the Messaging Product, or otherwise and any updates thereto.
8. **Sinch RCS Service.** To the extent Customer licenses the Sinch RCS Service, Customer acknowledges and agrees that the Sinch RCS Service is governed by, and subject to, all terms and conditions of the Agreement, including those set forth in this section below.
 - a. Customer acknowledges that if for any reason the Sinch RCS Service is not available, or the SMS Message otherwise cannot be sent as an RCS Message, Sinch may transmit and deliver the Message as an SMS Message. Such Message will be re-routed based on the RCS Agent ID through Sinch in order for the Message to be delivered as an SMS Message. Customer shall ensure, at its own cost and expense, that its relevant platform or systems for use of the Sinch RCS Service are capable of any technical integration and interoperability with Sinch's, Google's, and Jibe's platform or system, as may be required to enable the relevant Service Provider to provide its services.
 - b. Customer acknowledges and agrees that an RCS Agent must be registered with Sinch, and Customer hereby authorizes Sinch to perform the relevant registration for and on behalf of Customer. Customer shall provide Adobe with all necessary information and complete all documentation required in relation to the registration process that may be requested by Sinch or Google from time to time.
 - c. Customer acknowledges and agrees to the following terms and conditions in connection with, and as a condition to, the provisioning and use of the Sinch RCS Service:
 - i. Customer shall comply with (1) the terms of service located at: <https://developers.google.com/business-communications/rcs-business->

[messaging/support/tos](#) (including any other complementary terms and policies referenced therein); and (2) any policies, restrictions, or other terms and conditions located at: https://jibe.google.com/intl/en_ZZ/policies/terms/ (including any other complementary terms and policies referenced therein). The foregoing terms and conditions and any other policies and restrictions within the foregoing URLs in this section are the “**Google RCS for Business Terms.**” To the extent of a conflict between other terms in this Agreement and the Google RCS for Business Terms, the Google RCS for Business Terms take precedence.

- ii. Customer acknowledges and agrees that the Google RCS for Business Terms may be from time to time and at any time changed, modified, adapted, and/or updated by Google solely within Google’s discretion without notice.
 - d. Customer acknowledges and agrees to the following additional terms and conditions in connection with, and as a condition to, the access and use of the Sinch RCS Service:
 - i. Customer must: (1) maintain opt-ins/consents and opt-outs/rejections, to receive or reject any Messages (whether SMS Messages or RCS Messages) for no less than six months from the date of receipt thereof; and (2) Customer’s proof of opt-ins/consents may not be evidenced by third party lists that Customer has purchased or obtained;
 - ii. Customer must conspicuously provide a notice of its terms of service and privacy policy to each of its customers, and Subscribers, as part of the initial call to action for opt-in or consent of such customer, or Subscriber, to receive Messages from Customer with respect to all Messages Customer sends to customer, or Subscriber, including any customer or Subscriber who has previously opted out of receiving Messages from Customer;
 - iii. Customer represents and warrants that any registration data it provides to (or that it provides to Adobe or Sinch that is intended for) a Service Provider will be accurate, and Customer will use best efforts to provide an update to any such previously provided information within 24 hours of such information having changed;
 - iv. Customer represents and warrants that it has and shall maintain all rights necessary to provide Messages, including the Customer Data therein, to Service Providers for Service Providers to access and use for their respective messaging with Subscribers; and
 - v. Each Service Provider, on behalf of itself and its subcontractors, makes no representation or warranty pertaining to and disclaims liability for: (1) Google RCS for Business Messaging resold by a Service Provider, (2) Customer Data provided by Customer to Subscribers, or (3) any transaction between Customer and any Subscribers.
 - e. Customer acknowledges and agrees that the Sinch RCS Service is provisioned by Sinch Conversation API. The sub-processors for Sinch Conversation API are listed here: <https://www.sinch.com/data-protection-agreement/sub-processors/>.
 - f. Customer acknowledges and agrees that Sinch reserves the right to modify the foregoing terms and conditions unilaterally if and as necessary solely for the purpose to comply with any RCS-related Service Provider Conditions or Google terms or conditions or requirements that have been or are to be imposed on Sinch by a Service Provider or Google or a Google affiliate.
 - g. Notwithstanding anything to the contrary in the Agreement, including section 2(e) of this PSLT, Customer may not use the Sinch RCS Service to transmit Messages with Protected Health Information (PHI) as defined under HIPAA.
9. **Definitions.** To the extent of any conflict or inconsistency between the definitions in this PSLT and other components of the Agreement, the definitions in this PSLT will control and prevail with respect to interpretation and application of the additional terms for the Messaging Product as set forth herein.
- a. “**Access Number**” means a set of digits used to enable Customer to send or receive Messages as part of the Messaging Product licensed with Adobe Journey Optimizer. Access Numbers shall include short-codes and long-codes as applicable.
 - b. “**Google**” means Google, LLC, including any affiliate thereof, such as but not limited to Jibe.

- c. **“Google RCS for Business”** means the RCS for Business service provided by Google via the Google platform and/or the Jibe platform.
- d. **“Jibe”** means Jibe Mobile Inc.
- e. **“Message”** means a digital message containing Customer Data or Customer Content in a form for delivery via Short Message Service (SMS), Multi-Media Messaging Service (MMS) technology, Rich Communication Service (RCS), Internet Protocol (IP) or other technology, protocols or standards used to transmit mobile digital content or information.
- f. **“Messaging Product”** means the Sinch delivery platform for the transmission of Messages, as an Add-on product identified in the applicable Sales Order.
- g. **“RCS Agent”** means the agent created and defined using the process outlined here: <https://developers.google.com/business-communications/rcs-business-messaging/guides/build/agents>.
- h. **“RCS Agent ID”** means a unique identifier used to identify Customer as eligible to use the Sinch RCS Service.
- i. **“Recipient”** means the end user that receives Customer's Messages via the Messaging Product.
- j. **“Service Provider Conditions”** means the rates, terms and conditions and “codes of conduct” or message content rule and restrictions imposed by Sinch Service Providers.
- k. **“Sinch”** means Sinch America Inc. and its affiliates.
- l. **“Sinch Documentation”** means the then-current technical and functional documentation as well as any service descriptions and roles and responsibilities descriptions, if applicable, for the Messaging Product available here: <https://developers.sinch.com/categories/messaging/>.
- m. **“Sinch Product”** means the services that Sinch provides to Adobe in support of the Messaging Product, inclusive of the technology platform used for the Messaging Product.
- n. **“Sinch RCS Service”** means the rich communications service (“RCS”) provided through Sinch’s Conversation API in which text-only or multimedia RCS messages are provided for compatible devices through an interface between Service Providers that are destination mobile network operators and Google (the “RCS Service”). Sinch RCS Service is part of the Messaging Product.
- o. **“Sinch Service Providers”** means any entity, including, but not limited to, mobile network operators and mobile messaging aggregators, that is used in relation to the supply of the Sinch Product.
- p. **“Subscriber”** means any intended third-party individual recipient of a Message.
- q. **“Subscriber Data”** means any information or data regarding a Subscriber that is generated or collected by Customer in connection with this Agreement, or that is otherwise exchanged between Customer and a Subscriber, including without limitation information or data from which Subscribers are, or could be, individually identifiable. Subscriber Data is a subset of Customer Data.