PSLT - Adobe Campaign Standard On-demand Service (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 necessary clearances, consents and approvals from end users for any data gathered through the On-demand Services.

   1.4   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 responsible for 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 **Inbox Rendering.** In order to use Inbox Rendering, Customer must license the email Channel.

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, code 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 or a successor website thereto.

   7.3 "**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).

   7.4 **"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.