



**Conditions and Terms for Marketing
Automation and Email Sending Services**

Marketing Automation and Email Sending Service Terms

Liana provides its customers with digital marketing automation services that allow customers to design and implement automated marketing campaigns and email sending services. The Marketing Automation Service refers to LianaAutomation Services and email sending service to LianaMailer Services.

The use of all Liana products is subject to [Liana's General Terms and Conditions](#), which are supplemented by these Service Terms for the Marketing Automation Services and Email Sending Services. In the event of any conflict between these Terms of Service and the General Terms, these terms shall prevail.

By accepting these Terms of Service, the Customer confirms that they have read the content of these Terms and agree to comply with them.

Service Content

The Service consists of an online service through which marketers can collect, analyze, and manage data from multiple digital marketing channels.

The Service offers the possibility to connect to the Customer's or third-party information systems (such as CRM and analytics) via software interface. Using the collected data and segmentation, the Customer can create dynamic target groups, automate messages sent to them across different channels, and analyze recipients' reactions to automatically generated messages. A more detailed description of the Service is available on the Services' website:

<https://www.lianatech.com/solutions/email-marketing/overview.html> and
<https://www.lianatech.com/solutions/marketing-automation/overview.html>.

Liana's Responsibilities, Rights, and Obligations

When the Customer enters data necessary for the use of the Service, Liana does not process or otherwise use this data more than agreed upon between Liana and the Customer and as is necessary for the provision of the Service. At the Customer's request, Liana may review the data entered by the Customer into the Service to investigate the error situation.

Liana has the right to review the Customer's use of the Service if it has reasonable suspicion of misuse of the Service.

If the recipient of marketing messages, for any reason, contacts Liana directly and asks Liana to stop sending messages and notifications, Liana will inform the Customer of the termination request.

Your Responsibilities, Rights, and Obligations

The Customer is responsible for the accuracy, legality, quality, and appearance of messages transmitted via the Service to the extent that the Customer can influence their content, as well as described in the [General Terms and Conditions](#).

The Customer is responsible for delivering the data used in the Service to Liana in the correct format and without errors.

Intellectual Property Rights

To the extent that the Customer has created the materials used in the Service, the Customer owns the related intellectual property rights in full. To the extent that the materials are produced by Liana, Liana grants the Customer a limited and non-exclusive right to use and modify them.

Notwithstanding the foregoing, the Customer retains all rights to the Customer's own data that the Customer uses in the Service and to the data processed using the Service. By processing the Customer's data for the provision of the Service, Liana does not acquire any rights to the Customer's data or other materials.