

# Audience Studio Notices and License Information

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## Services Covered

This Documentation is applicable to the services branded as Audience Studio and Data Studio (formerly branded as Salesforce DMP and Salesforce Data Studio and prior to that as Krux), or services sold under a Krux Order Form (the “Audience Studio Services”) provided by Krux Digital, LLC, salesforce.com, inc. and its affiliates (collectively, “Salesforce”).

## Purpose of This Documentation

This documentation describes features, restrictions, and notices associated with any:

- information sourced from third parties or public sources and made available to users via the Audience Studio Services;
- Audience Studio Services functionality that allows users to interact with third-party products, services or platforms; and
- desktop and mobile device software applications provided in connection with the Audience Studio Services.

See your Order Form(s) for additional terms that may apply to your use of the Audience Studio Services.

## Customer Data

This Documentation does not modify Salesforce’s obligations with respect to Customer Data as defined in Salesforce’s [Master Subscription Agreement](#).

## Acceptable Use and External-Facing Services Policy

The Audience Studio Services are subject to the [Acceptable Use and External-Facing Services Policy](#), as applicable.

## MFA Requirement for Using the Audience Studio Services

Starting February 1, 2022, Salesforce will begin requiring customers to enable Multi-Factor Authentication (MFA) for all Audience Studio Services. Customer must satisfy the MFA requirement by either: (1) enabling Multi-Factor Authentication for all users who log in to Customer’s Audience Studio Services through the user interface or (2) ensuring MFA is enabled for all users who use Single Sign-On (SSO) to access Customer’s Audience Studio Services, by using the SSO provider’s MFA services or, where supported, by turning MFA on in Salesforce products. Further information on MFA, including acceptable verification methods for MFA, can be found [here](#).

## Restricted Uses of Information and Compliance with Self-Regulatory Programs

- a. Customers may not submit personal data to the Audience Studio Services, except that customers may submit pseudonymous personal data and IP addresses.
- b. Audience Studio is a member of the Digital Advertising Alliance (DAA), the European Digital Advertising Alliance (eDAA) and the Network Advertising Initiative (NAI). In using the Audience Studio Services, customers must comply with those guidelines applicable to parties to which an NAI member provides services, including without limitation guidelines in the Self-Regulatory Principles for Online Behavioral Advertising of the DAA: <http://digitaladvertisingalliance.org/principles>, the eDAA European Principles:

<http://www.edaa.eu/european-principles/>, and the NAI Code of Conduct:

<https://www.networkadvertising.org/code-enforcement/code> (for clarity, the NAI code governs only activities that occur in the United States or that apply to consumers in the United States).

- c. The Audience Studio Services may not be used (i) to associate pseudonymous device-identified information with other personal data in violation of the NAI Code of Conduct and/or (ii) to use cookies, web beacons, or other tracking mechanisms to collect or store personal data in violation of the NAI Code of Conduct.
- d. Sensitive data that is regulated by data protection laws or regulations may not be submitted to the Audience Studio Services, including but not limited to, government-issued identification numbers; financial information (such as credit or debit card numbers, any related security codes or passwords, and bank account numbers); information, including inferences, pertaining to an individual's health or medical condition; information pertaining to sexual orientation, or religion; and data defined as Sensitive Information under either the NAI Code of Conduct or the Self-Regulatory Principles for Online Behavioral Advertising of the DAA. For clarity, aforementioned sensitive data may also not be submitted in a pseudonymized way.
- e. The Audience Studio Services may not be used to select or target advertising based on past visits or clicks by users or on sites directed at children in accordance with the local applicable law or regulations governing targeted advertising of children. (e.g., the NAI Code of Conduct terms are applicable to children under thirteen (13) years of age).
- f. The Audience Studio Services may not be used for the purpose of onboarding data for further sale by customer.
- g. The Audience Studio Services enable customers to use cookies and/or other tracking technologies. Customers shall be solely responsible (i) for assessing whether such technologies can be used in compliance with applicable legal requirements, and (ii) for providing notice and/or obtaining consent, as may be required by law, for such use of cookies and/or other tracking technologies. Salesforce disclaims any liability to customers or any third parties arising from customers' use of any cookies and tracking technologies.

### **Use of Third-Party Data**

For purposes of this document, "Third-Party Data" is Shared Data, as defined in Salesforce's Audience Studio Order Form, which includes any data made available to customer in the Audience Studio Services user interface by any third party or second party.

Customers of the Audience Studio Services may not:

- use any Third-Party Data to select or target advertising based on past visits or clicks by users on sites directed at children in accordance with the local applicable law or regulations governing targeted advertising of children. (e.g., the NAI Code of Conduct terms are applicable to children under thirteen (13) years of age);
- use any Third-Party Data for the purposes of advertising or marketing for credit repair services or payday loans;
- use Third-Party Data in any manner that would violate the NAI Code of Conduct located at <https://www.networkadvertising.org/code-enforcement/code>; and
- unless authorized by the data provider, either in a writing or through the Audience Studio Services user interface:
  - use Third-Party Data with or for any product or services other than online advertising services related to the Audience Studio Services;
  - use Third-Party Data for purposes of analysis, segmenting, re-targeting, creating lookalikes or supplementing user or inventory profiles;

- disclose, license, resell, syndicate, provide access to, or otherwise distribute the Third-Party Data to third parties, or export any Third-Party Data from the Audience Studio Services;
- use Third-Party Data for creating, supplementing or amending interest categories;
- use Third-Party Data to perform machine learning or to apply machine learning algorithms;
- create derivative works from Third-Party Data;
- copy, reproduce, or repurpose any Third-Party Data or
- directly or indirectly disclose the identity of the provider of Third-Party Data to any third party, other than as disclosed in the Audience Studio Services user interface.

When using Third-Party Data, customer shall maintain accurate records of the data used and shall apply impression tracking scripts provided by Salesforce, or a mutually agreed upon alternative tracking method, to each impression delivered on behalf of customer. Customer further agrees that Salesforce may use technical means, in its sole discretion, to monitor the usage of Third-Party Data. In the event that multiple segments are used, the Audience Studio fair-share algorithm is used to allocate payment.

Audience Studio and its licensors and suppliers shall have the right to audit customer to ensure continued compliance with the terms and conditions stated here. Customer agrees that such information and records will be available for audit by Audience Studio and its licensors, suppliers, and/or its or their agents during normal business hours upon reasonable notice.

### **Third-Party Platforms**

The Audience Studio Services integrate with and allow users to interact with third-party advertising technology partners, products, services and platforms, including Non-SFDC Applications, websites, products, services and platforms operated by or on behalf of a customer of the Audience Studio Services, whether through a partner of Salesforce or otherwise (collectively “Third-Party Platforms”).

- Customers must enable the Audience Studio Services to access customers’ Third-Party Platform accounts if needed to perform the services for the integration selected by customer.
- The Audience Studio Services may access, collect, process, and/or store information or Content from Third-Party Platform accounts (including information otherwise classified as Customer Data under customer’s agreement with Salesforce).
- Customers are solely responsible for any content their users or consumers provide to any Third-Party Platform.
- Customers are solely responsible for any information accessed by their users, consumers or any third party from any Third-Party Platform.
- Customers are solely responsible for their users’ or consumers’ interactions with or communications with third parties through any Third-Party Platforms.
- Customers are solely responsible for any transactions relating to a separate agreement or arrangement between customers or their users or consumers and any Third-Party Platform provider or website, and for otherwise complying with such agreements.
- Customers are solely responsible for ensuring they have the necessary rights from any Third-Party Platform provider to enable the integration between the Audience Studio Services and the Third-Party Platform.
- Available integrations are listed [here](#).

## Third-Party Notices

The following notices apply to Third-Party Platforms and other commercial entities that interoperate with the Audience Studio Services.

- **Tableau account:** Customer's use of the Tableau functionality must comply with the [Tableau Terms of Service](#).

## Notice to Customer's Users

Customer is required to clearly and conspicuously post notice (e.g., in its privacy policy) to customer's users regarding customer's relationship with Salesforce and other third-party advertising technology companies. Such notice must contain a link to the consumer opt-out mechanism relevant in each jurisdiction, such as the applicable NAI- or DAA-compliant consumer opt-out mechanism.

The sample text and link below can be used as a guide for customer's privacy policy or other notice:

*We may use third-party advertising companies to collect data and/or serve ads when you visit our Website. These companies may use information (not including your name, address, email address or telephone number) about your visits to this and other Websites in order to provide advertisements about goods and services of interest to you. These companies may also use non-cookie technologies to recognize your computer or device and/or to collect and record information about your web surfing activity including your activities on or off this Website. Please keep in mind that your web browser may not permit you to block the use of these non-cookie technologies, and those browser settings that block cookies may have no effect on such techniques. If you would like more information about this practice and to know your choices about not having this information used by these companies, visit <http://networkadvertising.org/youronlinechoices.eu> and [youradchoices.com](http://networkadvertising.org/youradchoices.com).*

## Interoperation with Other Services

The Audience Studio Services may interoperate or integrate with other services provided by Salesforce or third parties. The Notices and License Information documentation for such services provided by Salesforce is available in the [Trust and Compliance Documentation](#).

## Distributed Software

Please see the Open Source section of the [Trust and Compliance Documentation website](#) for any notices required by licensors related to the Audience Studio Services.