

# Marketing Cloud Notice and License Information

Published: May 7, 2021

## Services Covered

This documentation is applicable to the services provided by Salesforce that are branded as follows:

- **Advertising Studio:** Services branded or sold as Advertising Studio, Advertising Audiences, or Journey Builder Advertising.
- **Datorama:** Services branded or sold as Datorama.
- **Datorama Reports for Marketing Cloud:** Services branded or sold as Datorama Reports for Marketing Cloud.
- **Evergage:** Services branded or sold as Evergage, Data Science Workbench, or Data Warehouse.
- **ExactTarget:** Services branded or sold as Audience Builder, Automation Studio, Content Builder, Email Studio, Journey Builder, Mobile Studio, or Web Studio.
- **Interaction Studio (Legacy):** Services branded or sold as Interaction Studio.
- **Interaction Studio:** Services branded or sold as Interaction Studio.
- **Marketing Cloud Einstein:** Services branded or sold as Behavioral Triggers, Einstein Content Selection, Einstein Content Tagging, Einstein Copy Insights, Einstein Email Recommendations, Einstein Engagement Frequency, Einstein Engagement Scoring for Email (formerly branded as Predictive Scoring), Einstein Engagement Scoring for Mobile, Einstein Messaging Insights, Einstein Recommendations, Einstein Send Time Optimization for Marketing Cloud, Einstein Send Time Optimization for Pardot, Einstein Web Recommendations, Live Weather Block, Personalization Builder, Predictive Email, Predictive Intelligence, Predictive Web, Web & Mobile Analytics, and Web Personalization.
- **Social Studio:** Services branded or sold as Social Studio.

This documentation does not apply to services branded as Audience Studio (formerly branded as Salesforce DMP) and Salesforce Data Studio (together, formerly branded as Krux), or Pardot.

## Services Accessed Through, and/or Provided Using Infrastructure Used By, Other Services

Customers may access and use a Service listed below (a “Listed Service”) through another Service (an “Underlying Service”) described in this or a separate Trust and Compliance Documentation (“Documentation”). This Documentation describes the back-end infrastructure used by an Underlying Service to store and process Customer Data for the Listed Service. The Underlying Service, including any data stored on the Underlying Service, any predictions written back to the Underlying Service, any functionality and integration presented back to the Underlying Service, and User’s login to the Underlying Service, remains subject to the sections of this Documentation applicable to the Underlying Service. Additionally, portions of the Listed Services are provided using technology infrastructure (“Underlying Infrastructure”) used by the Services described in the Documentation referenced in the table below.

Listed Services	Underlying Service	Underlying Infrastructure Documentation
Advertising Studio	ExactTarget Services	<a href="#">Marketing Cloud Documentation</a> , specifically those terms that apply to ExactTarget
Datorama Reports for Marketing Cloud	ExactTarget Services, to the extent Customer accesses through ExactTarget; and Datorama Services, to the extent Customer accesses through Datorama	<a href="#">Marketing Cloud Documentation</a> , specifically those terms that apply to Datorama <a href="#">Einstein Platform Documentation</a>
Einstein Vision for Social Studio	N/A	<a href="#">Einstein Platform Documentation</a>
Behavioral Triggers, Einstein Content Selection, Einstein Content Tagging, Einstein Email Recommendations, Einstein Engagement Frequency, Einstein Engagement Scoring for Mobile, Einstein Messaging Insights, Einstein Send Time Optimization for Marketing Cloud, Einstein Recommendations, Einstein Web Recommendations, Live Weather Block, Personalization Builder, Predictive Email, Predictive Intelligence, Predictive Web, Web & Mobile Analytics, and Web Personalization	ExactTarget Services	<a href="#">Marketing Cloud Documentation</a> , specifically those terms that apply to ExactTarget
Einstein Send Time Optimization for Pardot	Pardot	<a href="#">Pardot Documentation</a>

Einstein Engagement Scoring for Email (formerly branded as Predictive Scoring) and Einstein Copy Insights	ExactTarget Services; Einstein Platform	<a href="#">Marketing Cloud Documentation</a> , specifically those terms that apply to ExactTarget; <a href="#">Einstein Platform Documentation</a>
Interaction Studio (Legacy)	N/A	<a href="#">Heroku Documentation</a>

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# ExactTarget, Advertising Studio, Interaction Studio, and Datorama Reports for Marketing Cloud Notices and License Information

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## Services Covered

The information in this documentation applies to the services, collectively the (“Covered Services”) branded as:

- **Advertising Studio:** Services branded or sold as Advertising Studio, Advertising Audiences, or Journey Builder Advertising.
- **Datorama Reports for Marketing Cloud:** Services branded or sold as Datorama Reports for Marketing Cloud.
- **Evergage:** Services branded or sold as Evergage, Data Science Workbench, or Data Warehouse.
- **ExactTarget:** Services branded or sold as Audience Builder, Automation Studio, Content Builder, Email Studio, Journey Builder, Mobile Studio, or Web Studio.
- **Interaction Studio (Legacy):** Services branded or sold as Interaction Studio.<sup>1</sup>
- **Interaction Studio:** Services branded or sold as Interaction Studio.<sup>2</sup>

## Purpose of This Documentation

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

- information sourced from third parties and made available to customers via the Covered Services;
- Covered Services functionality that allows customers to interact with social media and other third-party services; and
- distributed components provided in connection with the Covered Services.

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

## Customer Data

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

## Acceptable Use and External-Facing Services Policy

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

## MFA Requirement for Using the Covered Services:

Starting February 1, 2022, Salesforce will begin requiring customers to enable Multi-Factor Authentication (MFA) for all Covered Services. Customer must satisfy the MFA requirement by either: (1) enabling Multi-Factor Authentication for all users who log in to Customer's Covered Services through the user interface or (2) ensuring MFA is enabled for all users who use Single Sign-On (SSO) to access Customer's Covered

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<sup>1</sup> Applicable to customers purchasing or renewing subscriptions to Interaction Studio (Legacy) on or after October 18, 2018. Customers purchasing Interaction Studio prior to October 18, 2018 purchased Interaction Studio as a Non-Salesforce Application subject to the Terms of Use of Thunderhead (One) Ltd. For clarity, subscriptions of “Interaction Studio” purchased pursuant to a SFDC Order Form prior to August 18, 2020 shall mean Interaction Studio (Legacy).

<sup>2</sup> Applicable to customers purchasing or renewing subscriptions of Interaction Studio hosted by Amazon Web Services, Inc. as indicated in the Infrastructure and Sub-processors for the Salesforce Marketing Cloud Services documentation [here](#).

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

- A. **Important:** The Covered Services may not be used to generate, send or facilitate messages to third parties ("Messages") that are unsolicited. Customers shall be solely responsible for the creation, initiation and sending of Messages, including without limitation, complying with any laws, regulations, or rules applicable to the sending of Messages (including obtaining consent to send those Messages) and for the content of Messages. Customers shall also be solely responsible for complying with the ExactTarget [Anti-SPAM Policy](#).

Customers shall not: (i) imitate or impersonate another person or his, her or its email address; (ii) create false accounts for the purpose of sending unsolicited Messages (spam); or (iii) send Messages to individuals who have asked not to receive future Messages from customer.

The Covered Services may not be used for any purpose related to establishing an individual's eligibility for credit, employment or insurance, or for any other consumer-initiated transaction, as such terms are defined in the U.S. Fair Credit Reporting Act or any similar law.

- B. The Covered Services may be used to send Messages only to those recipients who have given customers permission to send them such Messages in accordance with any legal requirements for obtaining such permission, or, for email messages governed by the U.S. CAN-SPAM Act, where the Message can be characterized as a "transactional or relationship message" as contemplated by the U.S. CAN-SPAM Act. For email messages, to the extent that customers opt not to use one or more sections of the default email footer offered by salesforce.com as part of the Covered Services, customers shall conspicuously add either within the footer or the body of such email messages (i) the identification of the sender; (ii) instructions on how the recipient can opt-out of future commercial messages; (iii) the sender's valid physical mailing address; (iv) a link to customers' privacy policies, which shall describe how customers use the Covered Services to collect information about individuals (to the extent applicable); and (v) any other information required by any laws applicable to customers in their sending of the messages. For all other Messages, customers shall include the foregoing information to the extent required by applicable law, and any such additional information required by any laws applicable to customers in their use of the Covered Services and their sending of Messages. Salesforce.com reserves the right to include any of the foregoing information in any electronic communications in its sole discretion, but salesforce.com shall not be liable for any failure to include such information. If a carrier, aggregator, industry group, government group, or other organization creates a list of email addresses, telephone numbers or other addresses whose status has changed – such as email addresses added to a "do not contact" list or telephone numbers that have been assigned to a new user – salesforce.com reserves the right to block Messages from being sent to those recipients. However, the responsibility for ensuring compliance with such lists rests with our customer and salesforce.com shall not be liable for any failure to block Messages to such addresses or phone numbers or for any failure for inadvertently opting out a user who should be opted-in.
- C. To the extent customers use the Covered Services for mobile messaging ("**Mobile Services**"), customers shall, in addition to their other obligations:

1. comply with all international, federal, state, or local statutes, regulations, laws, or ordinances, any government recommendations, and/or any recommendations of a regulatory body in the “**Territory**” (the country or countries to which customer will send or from which customer will receive Messages using the Mobile Services);
2. abide by the terms and conditions, rules of procedure (including technical or quality control procedures), guidelines, directions, policies and/or other requirements (collectively “**Terms**”) applicable in the Territory, as imposed, made or adopted by: (a) third-party service providers that facilitate the provision of Mobile Services by, for example, leasing short codes to customers or salesforce.com, acting as intermediaries in the transmission of such mobile messages, and/or provisioning short codes or numbers for use on mobile carrier networks (“**Aggregators**”); and (b) providers of wireless messaging services to subscribers via wireless telecommunication networks (“**Carriers**”);
3. comply with any best practices or guidelines applicable to customer in the Territory, including without limitation the MMA Code of Conduct: <http://www.mmaglobal.com/node/1563>, MMA Global U.S. Consumer Best Practices for Messaging: [http://www.mmaglobal.com/files/Best\\_Practices\\_for\\_Messaging\\_Version\\_7.0%5B1%5D.pdf](http://www.mmaglobal.com/files/Best_Practices_for_Messaging_Version_7.0%5B1%5D.pdf), CTIA Short Code Monitoring Handbook: [https://www.wmcglobal.com/storage/us\\_resources/ctia-short-code-monitoring-handbook-current-Short-Code-Monitoring-Handbook-v1.7.pdf](https://www.wmcglobal.com/storage/us_resources/ctia-short-code-monitoring-handbook-current-Short-Code-Monitoring-Handbook-v1.7.pdf); CTIA Messaging Principles and Best Practices: <https://api.ctia.org/docs/default-source/default-document-library/170119-ctia-messaging-principles-and-best-practices.pdf>; (collectively, the “**Code of Practice**”) and
4. be responsible for ensuring that any Messages sent by or on behalf of customers using the Mobile Services comply with the requirements listed in sections C. 1-4.

CUSTOMER ACKNOWLEDGES THAT SALESFORCE.COM MAKES NO CLAIMS OR GUARANTEES ON BEHALF OF ANY AGGREGATORS OR CARRIERS REGARDING SYSTEM CAPACITY, ACTUAL LINE CAPACITY, MESSAGE THROUGH-PUT, RESPONSE TIMES, SECURITY, PRIVACY OR DELIVERY, AND THAT SALESFORCE.COM CANNOT CONTROL THE AGGREGATORS’ OR CARRIERS’ PERFORMANCE UNDER THEIR AGREEMENTS WITH EACH OTHER, WITH SALESFORCE.COM, OR WITH ANY OF SALESFORCE.COM’S AFFILIATES. SALESFORCE.COM DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY AGGREGATORS OR CARRIERS.

- D. The Covered 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.com disclaims any liability to customers or any third parties arising from customers’ use of any cookies and tracking technologies. For more information on tracking technologies please see: <http://help.marketingcloud.com>.

### **Advertising Studio**

The following additional terms apply in relation to Customer’s use of Active Audiences or Advertising Audiences products such that Customer shall:

- (i) ensure all permissions, notices and choices, (including applicable opt-out mechanisms) have been provided to individuals as required by applicable law, industry standards and third-party

policies or guidelines in relation to targeted advertising before data about such individuals is submitted to the Services by or on behalf of Customer;

(ii) promptly remove from Customer's instance of such Services, any information about an individual that has opted out of receiving targeted advertising, to the extent Customer is informed of such opt-out, (either directly or via its clients on whose behalf Customer may use such Services as permitted pursuant to an Order Form); and

(iii) when using such Services with Twitter, at least once every 30 days (or more frequently if required by Twitter), provide a list of user IDs to salesforce.com in an Opt-out File via a delivery mechanism as required by Twitter, and authorize SFDC to provide to Twitter a corresponding list of hashed user IDs derived from such Opt-out File. An 'Opt-out File' means a file containing a cumulative list of hashed user IDs corresponding to all individual end users, if any, that, to Customer's knowledge, have opted out of having their data used for targeted advertising (whether such opt-out request was made directly to Customer or whether Customer has been notified of such opt-out request indirectly, including via one of its third-party partners). Customer acknowledges that Twitter will remove the applicable end users from program campaign targeting on a prospective basis and will suppress the end users identified based upon the most recent version of the Opt-out File provided to it by SFDC.

Additionally, Customer must comply with any third-party terms associated with their use of third-party integrations and onboarding partners, including:

- Customer's use of the Advertising Audiences, Journey Builder, or Lead Capture Services in Advertising Studio must comply with the following third-party terms (including any hyperlinked terms or policies therein) to the extent that Customer uses the applicable integration: [Facebook Customer List Custom Audiences Terms](#), [Facebook Advertising Policies](#), [Google Customer Match Advertising Policies](#), [LinkedIn Ads Agreement](#), [Twitter Policies for Conversion Tracking and Custom Audiences](#), [Pinterest Advertising Guidelines](#), [Snap Audience Match Terms](#) and [Business Services Terms](#).
- Customer's use of the LiveIntent Services must comply with Customer's agreement with LiveIntent, including the [LiveIntent Content Policy](#), and is subject to the [LiveIntent Privacy Policy](#).
- Customer's use of the LiveRamp Services must comply with Customer's agreement with LiveRamp, including the [LiveRamp Policy for Sharing of Online Match Data](#), and is subject to the [LiveRamp Privacy Policy](#).
- Customer's use of the Neustar Services must comply with Customer's agreement with Neustar and is subject to the [Neustar Privacy Policy](#).
- Customer's use of the Viant Services must comply with Customer's agreement with Viant and is subject to the [Viant Privacy Policy](#).

### **Interaction Studio (Legacy)**

For Customers purchasing Interaction Studio (Legacy) prior to October 18, 2018:

- Interaction Studio (Legacy) includes technology provided by a Thunderhead, Inc. ("Thunderhead") a "Non-SFDC Application" or "Third-Party Application", as that term may be defined in the Agreement between SFDC and Customer. Use of Thunderhead technology is subject to the [Thunderhead Terms of Service](#).
- Customers who purchase Interaction Studio (Legacy) consent to Salesforce sharing with Thunderhead information about Customer's purchase of the Thunderhead products, including but

not limited to customer name, address and contact information, order details and pricing, solely as necessary for Salesforce to facilitate the provisioning of the Thunderhead products.

### Third-Party Platforms

The Covered Services allow users to interact with social media and other websites and services, including websites and services operated by or on behalf of customers (collectively “Third-Party Platforms”).

- Customers must enable the Covered Services to access their Third-Party-Platform accounts.
- The Covered 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.com or applicable affiliate).
- To the extent any Third-Party Platforms require salesforce.com to delete data derived from their platforms that has been correspondingly deleted from their platforms, salesforce.com may, without notice to customers, delete such data from the Covered Services, or any other salesforce.com services to which customers may have exported such data.
- Customers are solely responsible for: (i) any materials their users provide to any Third-Party Platform; (ii) their users’ interactions with or communications with third parties through any Third-Party Platforms; and (iii) any transactions relating to a separate agreement or arrangement between customers or their users and any Third-Party Platform provider or website.

### Third-Party Notices

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

- **Accuweather:** Live Weather Block provides functionality powered by third-party Accuweather.
- **Bitly:** Interaction with Bitly services and use of Bitly content must comply with any applicable terms, including customer’s agreement with Bitly and/or the [Bitly Terms of Service](#).
- **Coremetrics:** Interaction with the Coremetrics services and use of Coremetrics content must comply with the customer's agreement with Coremetrics/IBM.
- **Delicious:** Interaction with Delicious services and use of Delicious content is subject to the [Delicious Terms of Service](#).
- **Digg:** Interaction with Digg services and use of Digg content is subject to the [Digg Terms of Use](#).
- **Facebook:** Interaction with Facebook services and use of Facebook content must comply with the [Facebook Statement of Rights and Responsibilities](#) and the [Facebook Platform Policy](#).
- **Google:** Interaction with the MobilePush services is subject to the [Google API Terms of Service](#) and the [Google Cloud Platform Terms of Service](#).
- **Google AdWords:** Interaction with the Google AdWords services must comply with customer’s agreement with Google AdWords, including the [Google AdWords Terms and Conditions](#).
- **GoogleAMP:** Interaction with GoogleAMP through the covered services is subject to the [Google APIs Terms of Service](#) and the [Google Privacy Policy](#).
- **Google Analytics:** Interaction with the Covered Services is subject to the [Google Analytics partner privacy policy](#).
- **Google Analytics:** Interaction with the Google Analytics services must comply with customer’s agreement with Google, including the [Google Analytics Terms of Service](#).
- **Google Maps:** Interaction with the Google Maps Services must comply with the [Google Maps/Earth Terms of Service](#), the [Legal Notices for Google Maps/Google Earth](#), and the [Acceptable Use Policy](#).

- **Google+:** Interaction with the Google Services must comply with the [Google Terms of Service](#) and/or the [Google+ Policies & Principles](#).
- **Instagram:** Interaction with the Instagram services and the use of Instagram content must comply with customer's agreement with Instagram, including the [Instagram Terms of Use](#) and [API Terms of Use](#).
- **LINE:** Interaction with the LINE services and use of LINE content must comply with customer's agreement with LINE, including the [LINE Terms and Conditions of Use](#).
- **LinkedIn:** Interaction with the LinkedIn services and use of LinkedIn content must comply with the [LinkedIn User Agreement](#).
- **Myspace:** Interaction with Myspace services and use of Myspace content is subject to the [Myspace Services Terms of Use Agreement](#).
- **Omniure:** Interaction with the Omniure services and the use of Omniure content must comply with customer's agreement with Omniure, including the [Adobe Marketing Cloud Terms of Use](#).
- **Return Path:** Interaction with the Return Path services and use of Return Path content is subject to the [Return Path Terms of Service](#).
- **ShareThis:** Interaction with ShareThis services and use of ShareThis content must comply with customer's agreement with ShareThis, including the [Publisher Terms of Use](#).
- **StumbleUpon:** Interaction with StumbleUpon services and use of StumbleUpon content is subject to the [StumbleUpon Terms of Service](#).
- **SurveyMonkey:** Interaction with SurveyMonkey services and use of SurveyMonkey content must comply with the [SurveyMonkey Terms of Service](#).
- **Twitter**
  - Twitter content for the Covered Services is provided directly to salesforce.com under an agreement with Twitter.
  - Interaction with Twitter services and use of Twitter content must comply with the [Twitter Terms of Service](#), the [Twitter Rules](#), the [Twitter privacy policy](#), and the [Twitter Public API terms](#).
- **Viadeo:** Interaction with the Viadeo services and use of Viadeo content must comply with the [Viadeo General Terms of Use](#).
- **Vimeo:** Interaction with the Vimeo services and use of Vimeo content must comply with the [Vimeo Terms of Service](#).
- **Vine:** Interaction with the Vine services and use of Vine content must comply with the [Vine Terms of Service](#).
- **Webtrends:** Interaction with the Webtrends services and the use of Webtrends content must comply with customer's agreement with Webtrends, including the [Webtrends Terms of Use](#).
- **WhatsApp and Sinch:** The WhatsApp messaging channel integrates with third-party functionality provided by Sinch America, Inc. (the "Sinch Service") and is accessible through the ExactTarget Services. The Sinch Service is a Non-SFDC Application. Customer's use of the Sinch Service must comply with the Sinch Terms of Service, found here: <https://www.sinch.com/sinch-terms-for-sfdc-services/>. The WhatsApp messaging channel also integrates with third-party functionality which is powered by WhatsApp, Inc. (the "WhatsApp Service") and is subject to terms of service found at <https://www.sinch.com/whatsapp-terms-for-sfdc-services/>, including the following Facebook and WhatsApp terms hyperlinked therein: Facebook Terms for WhatsApp Business: <https://www.whatsapp.com/legal/FB-terms-whatsapp-business>; WhatsApp Business Solution Terms: <https://www.whatsapp.com/legal/business-solution-terms>; WhatsApp Commerce Policy : <https://www.whatsapp.com/legal/commerce-policy/>; and WhatsApp Business Terms of Service : <https://www.whatsapp.com/legal/business-terms/>. The WhatsApp Service is a Non-SFDC Application.

- **Xing:** Interaction with the Xing services and use of Xing content must comply with the [Xing Terms & Conditions](#).
- **Yahoo:** Interaction with the Yahoo services and use of Yahoo content must comply with the [Yahoo Terms of Service](#).
- **YouTube:** Interaction with YouTube services and the use of YouTube content must comply with the [YouTube Terms of Service](#) and the [YouTube Public API terms](#).

The following notices apply to SSL Certificates that interoperate with the Covered Services. Salesforce may provide SSL Certificates from the following certificate authorities:

- **Digicert:** SSL Certificate is a third-party service provided by DigiCert Inc. that is subject to the terms of service at <http://www.digicert.com/certificate-terms.htm> and is deemed to be a “Non-SFDC Application” or “Third Party Application” as that term is defined in the Master Subscription Agreement between SFDC and Customer.

### **Distributed Software**

- Please see the [Order Form Supplement](#) governing the Marketing Cloud mobile application for iOS.
- Please see the [Order Form Supplement](#) governing the Marketing Cloud mobile application for Android.
- Please see the Open Source section of the [Trust and Compliance Documentation website](#) for any notices required by licensors related to the Covered Services.

### **Integrations with Other Services**

The Covered Services may interoperate 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](#).

# Datorama Notices and License Information

Published: May 7, 2021

## Services Covered

The information in this document applies to the services branded as Datorama, (the “Datorama Services”), which are provided by salesforce.com, inc. or its affiliate Datorama, LLC. (“salesforce.com”).

## Purpose of This Documentation

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

- information sourced from third parties and made available to customers via the Datorama Services;
- Datorama Services functionality that allows customers to interact with third-party products, services or platforms; and
- distributed components provided in connection with the Datorama Services.

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

## Customer Data

This Documentation does not modify salesforce.com's obligations with respect to any data submitted by customers to salesforce.com services (“Customer Data”) as defined in Salesforce’s [Master Subscription Agreement](#).

## Acceptable Use and External-Facing Services Policy

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

## MFA Requirement for Using the Datorama Services:

Starting February 1, 2022, Salesforce will begin requiring customers to enable Multi-Factor Authentication (MFA) for all Datorama Services. Customer must satisfy the MFA requirement by either: (1) enabling Multi-Factor Authentication for all users who log in to Customer’s Datorama Services through the user interface or (2) ensuring MFA is enabled for all users who use Single Sign-On (SSO) to access Customer’s Datorama 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

- The Datorama Services may not be used to generate, send or facilitate messages to third parties (“Messages”) that are unsolicited. Customers shall be solely responsible for the creation, initiation and sending of Messages, and for the integration of the Datorama Services with any Third-Party Platforms (as defined below) that facilitate the sending of Messages, including without limitation complying with any laws, regulations, or rules (including any Third-Party-Platform terms) applicable to the sending of those Messages (including obtaining consent to send those Messages) and for the content of Messages.
- Customer shall not (and shall not allow any third party to) directly or indirectly:
  - reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the

- Datorama Services or any software, documentation or data related to the Datorama Services; modify, translate, or create derivative works based on the platform or the Datorama Services; or use the Datorama Services in violation of applicable laws or to create a competitive product; or
- input, provide or allow Customer Data to be input into the Datorama Services if such Customer Data may be subject to governmental regulation or requires security measures beyond those specified by Datorama in its product documentation without prior written consent.

### **Third-Party Platforms**

The Datorama Services allow users to interact with third-party products, services, platforms and data, including Non-SFDC Applications, websites, products, services and platforms operated by or on behalf of a customer of the Datorama Services or from which a user of the Datorama Services creates a data stream or otherwise submits data to the Datorama Services (collectively “Third-Party Platforms”).

- Customers must enable the Datorama Services as may be required to access their Third-Party-Platform accounts.
- The Datorama 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.com or applicable Affiliate).
- Customers are solely responsible for any content their users provide to any Third-Party Platform.
- Customers are solely responsible for any information accessed by their users or any third party from any Third-Party Platform.
- Customers are solely responsible for their users’ interactions 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 and any Third-Party-Platform provider or websites and otherwise complying with such agreements, including any agreements related to the connector between such Third-Party Platform and the Datorama Services.
- Customers are solely responsible for ensuring they have the necessary rights from any Third-Party-Platform provider to enable the integration between the Datorama Services and the Third-Party Platform and for complying with any applicable laws, regulations, or rules (including any Third-Party-Platform terms) related to customer’s integration with and use of such Third-Party Platform.
- Salesforce.com may, without notice to customers, delete from the Datorama Services any information or data retrieved from Third-Party Platforms to the extent so required by Third-Party-Platform providers, and, in the event customers have exported such information or data from the Datorama Services to other salesforce.com services, then such exported information or data may also be subject to deletion without notice.

### **Distributed Software**

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

### **Integrations with Other Services**

The Datorama Services may interoperate 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](#).

# Marketing Cloud Einstein Notices and License Information

Published: May 7, 2021

## Services Covered

The information in this document is applicable to the services branded as:

- **Marketing Cloud Einstein:** Services branded or sold as Behavioral Triggers, Einstein Content Selection, Einstein Content Tagging, Einstein Copy Insights, Einstein Email Recommendations, Einstein Engagement Frequency, Einstein Engagement Scoring for Email (formerly branded as Predictive Scoring), Einstein Engagement Scoring for Mobile, Einstein Messaging Insights, Einstein Recommendations, Einstein Send Time Optimization for Marketing Cloud, Einstein Send Time Optimization for Pardot, Einstein Web Recommendations, Live Weather Block, Personalization Builder, Predictive Email, Predictive Intelligence, Predictive Web, Web & Mobile Analytics, and Web Personalization.

## Purpose of This Documentation

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

- information sourced from third parties and made available to users via the Marketing Cloud Einstein Services;
- Marketing Cloud Einstein functionality that allows users to interact with social media and other third-party services; and
- distributed components provided in connection with the Marketing Cloud Einstein.

See your Order Form(s) for additional terms that may apply to your use of the Marketing Cloud Einstein Services.

## Customer Data

This Documentation does not modify salesforce.com's obligations with respect to any data submitted by customers to salesforce.com services ("Customer Data") as defined in Salesforce's [Master Subscription Agreement](#).

## Acceptable Use and External-Facing Services Policy

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

## MFA Requirement for Using the Marketing Cloud Einstein Services:

Starting February 1, 2022, Salesforce will begin requiring customers to enable Multi-Factor Authentication (MFA) for all Marketing Cloud Einstein Services. Customer must satisfy the MFA requirement by either: (1) enabling Multi-Factor Authentication for all users who log in to Customer's Marketing Cloud Einstein Services through the user interface or (2) ensuring MFA is enabled for all users who use Single Sign-On (SSO) to access Customer's Marketing Cloud Einstein 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

- **Important:** The Marketing Cloud Einstein Services may not be used to generate, send or facilitate messages to third parties (“Messages”) that are unsolicited. Customers shall be solely responsible for the creation, initiation and sending of Messages, including without limitation, complying with any laws, regulations, or rules applicable to the sending of those Messages (including obtaining consent to send those Messages) and for the content of Messages. Customers shall also be solely responsible for complying with the ExactTarget [Anti-SPAM Policy](#).
- Customers shall not: (i) imitate or impersonate another person or his, her or its email address; (ii) create false accounts for the purpose of sending unsolicited Messages (spam); or (iii) send Messages to individuals who have asked not to receive future Messages from customer.
- The Marketing Cloud Einstein Services may not be used for any purpose related to establishing an individual’s eligibility for credit, employment or insurance, or for any other consumer-initiated transaction, as such terms are defined in the U.S. Fair Credit Reporting Act or any similar law.
- If the Marketing Cloud Einstein Services are configured by or for customer to use cookies and/or other tracking technologies for customer’s purposes, then customer 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. For more information on tracking technologies please see: <http://help.marketingcloud.com>.
- Customers may not use the Marketing Cloud Einstein Services currently branded as Einstein Content Tagging to (i) create, train, or improve (directly or indirectly) a similar or competing product or service with any of Google, LLC’s products or services, or (ii) integrate with any applications for any embedded devices such as cars, TVs, appliances, or speakers without Google LLC’s prior written permission.

## Third-Party Platforms

The Marketing Cloud Einstein Services allow customers to interact with social media and other websites, including websites operated by or on behalf of a customer of the Marketing Cloud Einstein Services (collectively “Third-Party Platforms”).

- Customers must enable the Marketing Cloud Einstein Services to access their Third-Party Platform accounts, as applicable.
- The Marketing Cloud Einstein Services may access, collect, process, and/or store information or content from Third-Party Platform accounts (including, but not limited to, information otherwise classified as Customer Data under a customer’s agreement with salesforce.com).
- Salesforce.com may, without notice to customers, delete from the Marketing Cloud Einstein Services any content retrieved from Marketing Cloud Einstein Services to the extent so required by Third-Party-Platform providers, and, in the event customers have exported such content from the Marketing Cloud Einstein Services to other salesforce.com services, then such exported content may also be subject to deletion without notice.
- Customers are solely responsible for: (i) any content their users provide to any Third-Party Platform; (ii) their users’ interactions with or communications with third parties through any Third-Party Platforms; and (iii) any transactions relating to a separate agreement or arrangement between customers or their users and any Third-Party Platform provider or website.

## Third-Party Notices

The following notices apply to Third-Party Platforms that interoperate with Marketing Cloud Einstein:

- **Google Analytics:** Interaction with the Marketing Cloud Einstein Services is subject to the [Google Analytics partner privacy policy](#).
- **Google Cloud Platform Machine Learning Group:** Interaction with the Google Cloud Platform Machine Learning Group must comply with the [Google Cloud Platform Machine Learning Group and AI Platform Training and Prediction Service Specific Terms](#).

### **Distributed Software**

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

### **Integrations with Other Services**

The Marketing Cloud Einstein Services may interoperate 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](#).

# Social Studio Notices and License Information

Published: May 7, 2021

## Services Covered

The information in this document is applicable to the services branded as Social Studio (excluding SocialPages) provided by salesforce.com, inc. ("salesforce.com") under the Salesforce Marketing Cloud brand (the "Social Studio Services").

## Purpose of This Documentation

This documentation describes features, restrictions and notices associated with:

- information sourced from third parties and made available to customers via the Social Studio Services;
- Social Studio Services functionality that allows customers to interact with social media and other third-party services; and
- distributed components provided in connection with the Social Studio Services.

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

## Customer Data

This Documentation does not modify salesforce.com's obligations with respect to any data submitted by customers to salesforce.com services ("Customer Data") as defined in Salesforce's [Master Subscription Agreement](#).

## Acceptable Use and External-Facing Services Policy

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

## MFA Requirement for Using the Social Studio Services:

Starting February 1, 2022, Salesforce will begin requiring customers to enable Multi-Factor Authentication (MFA) for all Social Studio Services. Customer must satisfy the MFA requirement by either: (1) enabling Multi-Factor Authentication for all users who log in to Customer's Social 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 Social 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

- **Important:** Information accessed by customers via the Social Studio Services may not be used for any purpose related to:
  - establishing an individual's eligibility for credit, employment or insurance, or for any other consumer-initiated transaction, for example as such terms are defined in the U.S. Fair Credit Reporting Act or any similar law;
  - generating or facilitating unsolicited email (spam), for example in violation of the U.S. CAN- SPAM Act or any other applicable anti-spam law;
  - imitating or impersonating another person or his, her or its email address;
  - creating false accounts for the purpose of sending spam; or

- sending email to individuals who have asked not to receive future messages from the customer.
- Customers may use cookies and/or other tracking technologies both directly through the Services and through Third-Party Platforms. 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.com disclaims any liability to customers or any third parties arising from customers' use of any cookies and tracking technologies.

### **Third-Party Platforms**

The Social Studio Services allow users to interact with social media and other websites, third-party services, and platforms, including websites operated by or on behalf of a customer of the Social Studio Services (collectively "Third-Party Platforms").

- Customers must enable the Social Studio Services to access their Third-Party Platform accounts, as applicable.
- The Social Studio Services may access, collect, process, and/or store information or data from Third-Party Platform accounts (including, but not limited to, information and data otherwise classified as Customer Data under a customer's agreement with salesforce.com).
- Salesforce.com may, without notice to customers, delete from the Social Studio Services any information or data retrieved from Third-Party Platforms to the extent so required by Third-Party-Platform providers, and, in the event customers have exported such information or data from the Social Studio Services to other salesforce.com services, then such exported information or data may also be subject to deletion without notice.
- Customers are solely responsible for: (i) any information or data their users provide to any Third-Party Platform; (ii) their users' interactions with or communications with third parties through any Third-Party Platforms; and (iii) any transactions relating to a separate agreement or arrangement between customers or their users and any Third-Party-Platform provider or website.

### **Command Center – Public Display**

Unless the Customer's subscription Agreement, the Documentation or an Order Form states otherwise, Customers that have purchased a subscription to the Command Center feature of the Social Studio Services, (the "Command Center"), may publicly display Content, including Twitter Content, through the Command Center, subject to the following:

- A. SFDC reserves the right at any time, at SFDC's sole discretion, to revoke Customer's right to publicly display Content through the Command Center, without entitling Customer to any refund, credit or other compensation, in the event SFDC determines, in its sole and absolute discretion, that Customer's public display of Content through the Command Center presents a commercial or strategic risk to SFDC, its Content providers, or its customers, or otherwise engages in activities that SFDC determines is harmful to SFDC's rights in relation to Content, SFDC's Content providers, SFDC itself, its customers or any third parties, or the reputation of any of the foregoing persons;
- B. Any breach of these terms will be deemed to be a breach of Customer's terms applicable to Command Center in general, including product specific terms;
- C. Customers that fall within the following categories (collectively, "Listed Clients") may not publicly display Command Center: (a) an entity whose primary business is a streaming media service; (b) entities whose primary business is to offer mobile services or mobile devices (e.g. device manufactures) (For clarity, this will not include entities who offer mobile applications or use

mobile applications or mobile services in their service offerings); (c) entities who are major online search companies or portals (d) entities who are information technology service providers that offer system integration, customized solutions, or business application management services; (e) entities who offer in-home connected TV experiences; (f) entities who are ad networks; or (g) entities who own or operate any social network, user-generated-content platform or other online or mobile offerings competitive with offerings of SFDC's Content providers, including, without limitation, Twitter;

- D. Customer shall not publicly display Content through the Command Center in conjunction with any advertising, except as expressly permitted herein below in relation to Twitter Content;
- E. To the extent any Content that is publicly displayed through the Command Center is derived, directly or indirectly from Twitter, ("Twitter Content"), the following terms shall apply, in addition to any other terms as set forth in this Documentation, an Order Form or Customer's subscription agreement:
  - a. Customer hereby agrees that Twitter, Inc. is the licensor of the Twitter Content, is an express third-party beneficiary under these terms and is entitled to enforce the terms, conditions and restrictions regarding the use of the Twitter Content against Customer, and Twitter is further entitled to seek preliminary or injunctive relief against Customer if Customer breaches or otherwise violates these terms;
  - b. Customer shall not monetize Twitter Content through any public display of Twitter Content as part of advertisements unless the Customer complies with all of the following monetization requirements:
    - i. Any advertisements used to monetize Twitter Content displayed on or through Command Center will comply with Twitter's then-current advertising policies available at <http://twitter.com/adspolicy>, as such policies may be updated from time to time.
    - ii. Twitter marks will appear by themselves and not near any advertiser or sponsor's trademarks or other visual, graphic, or textual elements unless granted by Twitter in a written exception.
    - iii. At no time will the Twitter end user accounts or Twitter Content featured in a Command Center display endorse third-party branding or ads (including any branding or ads endorsing or associated with any one, or the combination of, the following: a Customer, a Customer application, product, or service or any other third party or its products or services), unless Customer obtains express permission of the applicable Twitter end user. There shall be no express or implied endorsement between Twitter and the advertiser, sponsor and/or any other third party.
    - iv. Images in Tweets (other than the user's avatar) displayed on-air may only be directly or indirectly monetized either with the end user's prior written consent or if such use is reasonably contemplated by the end user (e.g., if such Tweet was submitted in response to a call-to-action or contest related to that specific Customer Product).
  - c. Upon termination of Customer's subscription to Command Center, Customer will delete all Twitter Content accessed through the Customer Command Center in Customer's possession.
  - d. Customer shall provide to SFDC, in such form as required by SFDC, a monthly report of display activity for the previous month, ("Display Report"), that includes the following information: (i) Customer name; (ii) business unit or Affiliate name, if applicable, which is publicly displaying Twitter Content through the Command Center; (iii) country that

Customer is based in and country(s) in which Twitter Content is publicly displayed; (iv) description of the delivery platform (e.g., online vs. on-air vs. Public Screen); and (v) a description of the use case (e.g., “A Tweet wall at a conference,” “On air Tweets for a TV segment,” etc.). Customer acknowledges that SFDC is required by Twitter to make Display Reports available to Twitter and Customer consents to SFDC providing to Twitter such Display Reports and related information concerning Customer’s public display of Twitter Content through the Command Center. In addition, within thirty (30) days of SFDC or Twitter making available an automated method of submitting any reporting data, which may include, without limitation, a javascript library, an API, or some alternative mechanism, Customer shall implement the applicable mechanism upon its release.

### **Social Studio API**

The Social Studio API may only be used to integrate Social Studio with other Services purchased by Customer from SFDC (Other SFDC Services) or with systems owned and/or operated by Customer or a third party on behalf of Customer which are internal and not publicly available, (“Customer Systems”). SFDC shall not be obligated to modify the API to accommodate Customer Systems. Use may be monitored by SFDC and Customer shall not block or interfere with such monitoring. Customer shall comply with the API call limits set forth in the user guide, as updated from time to time by salesforce.com.

Uptime commitments or service level agreements do not apply to the API. To the extent any data exported via the API is derived from Twitter.com, Customer consents to: (a) salesforce.com collecting, storing, and reporting to Twitter, Inc., during the term of this Order Form and three (3) months thereafter, the Twitter usernames of Users receiving Tweet IDs and Account IDs from the API; and (b) immediate suspension of access upon notice in the event Twitter notifies salesforce.com that Customer has infringed Twitter’s intellectual property rights or failed to comply with Twitter’s privacy policy at <http://twitter.com/privacy>, and access shall not be reinstated until salesforce.com receives notice from Twitter that such violation has been remedied by Customer to Twitter’s satisfaction.

### **Crawled Content**

The Social Studio Services provide customers with access to Content that has been made publicly available on the Internet, including, but not limited to, links, posts and excerpts (each individual link, post or excerpt is referred to as a “Mention”). The Social Studio Services provide access to Mentions that are sourced from the Internet and not through a direct license agreement (“Crawled Content”).

- Crawled Content is gathered by web crawlers (or robots) operated by salesforce.com and by web robots operated by third parties under agreements with salesforce.com.
- All web robots used by salesforce.com honor robots.txt protocols.
- Salesforce.com promptly complies with requests from owners, providers, and/or licensors of Crawled Content to discontinue making available their Crawled Content from the Social Studio Services.

### **Mentions**

Mentions are made available to Customers through the Social Studio Services subject to the following conditions.

- Salesforce.com does not own or control Mentions and, instead, fetches Mentions solely at the direction and on behalf of its Customers to provide the Services.
- Mentions may be indecent, offensive, inaccurate, unlawful or otherwise objectionable.

- Salesforce.com is not obligated to preview, verify, flag, modify, filter, store or remove any Mentions, even if requested to do so by a customer, although salesforce.com may do so in its sole discretion.
- Mentions may be used to create aggregations which do not reveal individual Mentions. These aggregations may be made available to third parties.
- The Social Studio Services provide customers with the source URL for Mentions, enabling direct access to, and the complete text of, each Mention from its original location so long as the applicable Mention is still available from its original source.
- Mentions are provided for a customer's internal use only and may not be redistributed or made available to third parties.
- Customers are responsible for complying with customer's privacy obligations, including applicable laws and customer's data privacy policies, in their collection and use of Mentions via the Social Studio Services.
- Mentions are presented to customers in snippet form of up to 310 characters and are therefore decontextualized.
- Customers and their users accessing Mentions from jurisdictions that require a shorter form of snippeting are prohibited from accessing such Mentions. In some cases, the Social Studio Services collect and store Mentions, which may include personal data, without consent. For customers subject to legal requirements that permit the processing of personal data that is publicly available, customers can, when searching for Mentions, limit their search (Topic Profile) queries to return Mentions that are publicly available or have been recently made publicly available. Customers can select to retrieve Mentions derived from: (i) sources that provide salesforce.com with regular updates and deletion notices in relation to the Mentions provided by such source, such as Twitter; and/or (ii) a specific time period so as to only retrieve recently published Mentions. Further information about these controls are set forth in the Marketing Cloud help and user documentation.

### Third-Party Notices

The following notices apply to Third-Party Platforms or other third-party services that interoperate with the Social Studio Services:

- **Bitly:** Interaction with the Bitly services and use of Bitly content must comply with customer's agreement with Bitly, including the [Bitly Terms of Service](#).
- **Coremetrics:** Interaction with the Coremetrics services and use of Coremetrics content must comply with customer's agreement with Coremetrics/IBM.
- **Embed.ly:** Interaction with the Embed.ly services is subject to the [Embed.ly Terms of Service](#).
- **Facebook**
  - Interaction with Facebook services and use of Facebook content must comply with customer's agreement with Facebook (if any), the [Facebook Statement of Rights and Responsibilities](#), and the [Facebook Platform Policy](#).
  - Interaction with the Facebook Post Boosting content must comply with the [Facebook Advertising Policies](#).
- **Google Analytics**
  - Interaction with the Social Studio services is subject to the [Google Analytics partner privacy policy](#).
  - Google Analytics services and the use of Google Analytics content must comply with customer's agreement for Google Analytics (if any) and the [Google Analytics Terms of Service](#).

- **Google My Business:** Interaction with the Google My Business services and/or use of Google My Business content must comply with customer’s agreement with Google My Business (if any) and all [Google My Business Policies](#).
- **Google Vision:** Salesforce uses Google Vision to enable Einstein Vision for Social Studio to recognize images based on the User’s input. Interaction with the Google Vision services and use of the Google Vision content must comply with the [Google API Terms of Service](#) and the [Google Cloud Platform Terms of Service](#).
- **Instagram:** Interaction with the Instagram services and the use of Instagram content must comply with customer’s agreement with Instagram, including the [Instagram Terms of Use](#) and [API Terms of Use](#). In the event that your interaction with the Instagram services is facilitated by a Facebook/Instagram beta product feature, your use of such beta product feature must also comply with the [Facebook Beta Product Testing Terms](#).
- **Kontera:** Interaction with the Kontera services and use of Kontera content must comply with customer’s agreement with Kontera, including the [Amobee Privacy Guidelines](#).
- **LinkedIn:** Interaction with LinkedIn services and the use of LinkedIn content must comply with the customer’s agreement with LinkedIn (if any), the [LinkedIn User Agreement](#), and the [LinkedIn Public API terms](#).
- **NexGate:** Interaction with the NexGate services and use of NexGate content must comply with customer’s agreement with NexGate, including the [Proofpoint License Terms](#).
- **Pinterest:** Interaction with the Pinterest services and the use of Pinterest content must comply with customer’s agreement with Pinterest (if any), the [Pinterest Terms of Service](#), and [Developer Terms](#).
- **Pressly:** Interaction with the Pressly services and the use of Pressly content must comply with customer’s agreement with Pressly, including the [Pressly Terms & Conditions](#).
- **Rallyverse:** Interaction with the Rallyverse services and the use of Rallyverse content must comply with customer’s agreement with Rallyverse, including the [Rallyverse Terms of Service](#).
- **Sina Weibo:** Interaction with the Sina Weibo services and the use of Sina Weibo content must comply with the customer’s agreement with Sina Weibo, including the [Sina Weibo Terms of Service](#).
- **Shutterstock:** Interaction with the Shutterstock services and the use of Shutterstock content must comply with customer’s agreement with Shutterstock, including the [Shutterstock Terms of Use](#) and [Terms of Service](#).
- **Twitter**
  - Twitter content for the Social Studio Services is provided directly to salesforce.com under an agreement with Twitter.
  - Interaction with Twitter’s ads services must comply with the [Twitter Ads Master Services Agreement](#).
  - Interaction with Twitter services and use of Twitter content must comply with customer’s agreement with Twitter (if any), the [Twitter Terms of Service](#), the [Twitter Rules](#), the [Twitter privacy policy](#), the [Twitter Public API terms](#), the [Twitter Developer Agreement](#), the [Twitter Developer Policy](#), and the [Twitter Display Requirements](#).
  - Customer will not (and will not permit others to) use Twitter content to target, segment, or profile any individual user, based on health, negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law.

- **Unmetric:** Interaction with the Unmetric services and the use of Unmetric content must comply with customer’s agreement with Unmetric, including the [Unmetric Terms of Service](#).
- **Webhose:** Interaction with Webhose services and the use of Webhose content must comply with Webhose’s [Terms and Conditions of Service](#).
- **Webtrends:** Interaction with the Webtrends services and the use of Webtrends content must comply with customer’s agreement with Webtrends, including the [Webtrends Terms of Use](#).
- **YouTube:** Interaction with YouTube services and the use of YouTube content must comply with the [YouTube Terms of Service](#) and the [YouTube Public API terms](#).

### Terms Applicable to Public Sector Users

Public sector customers of Social Studio including corporate entities managed or otherwise controlled (in full or in part) by such public sector entities, agree that you will not use Twitter content (including information derived from Twitter content), or display, distribute, or otherwise make available Twitter content (including information derived from Twitter content) to any person or entity that you reasonably believe will use Twitter content:

- for surveillance purposes, including but not limited to: (a) investigating or tracking Twitter’s users or their content; and, (b) tracking, alerting, or other monitoring of sensitive events (including but not limited to protests, rallies, or community organizing meetings);
- for use by any entity whose primary function or mission includes conducting surveillance or gathering intelligence;
- for the purposes of conducting or providing surveillance, analyses or research that isolates a group of individuals or any single individual for any unlawful or discriminatory purpose or in a manner that would be inconsistent with Twitter’s users’ reasonable expectations of privacy; or
- to target, segment, or profile individuals based on health (including pregnancy), negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law.
- in any manner that would have the potential to be inconsistent with Twitter’s users’ reasonable expectations of privacy.
- to investigate, track or surveil Twitter’s users or their Content, or to obtain information on Twitter users or their Content, in a manner that would require a subpoena, court order, or other valid legal process.
- to violate the Universal Declaration of Human Rights (located at <http://www.un.org/en/documents/udhr/>), including without limitation Articles 12, 18, or 19.
- to provide services to members of the Intelligence Community. The “Intelligence Community” is defined as the following entities: Air Force Intelligence, Army Intelligence, Central Intelligence Agency, Coast Guard Intelligence, Defense Intelligence Agency, Department of Energy, Department of Homeland Security, Department of State, Department of the Treasury, Drug Enforcement Administration, Marine Corps Intelligence, National Geospatial-Intelligence Agency, National Reconnaissance Office, National Security Agency, Navy Intelligence, Canadian Security Intelligence Service, Communications Security Establishment, Canadian Forces Intelligence Branch, Criminal Intelligence Service Canada, Financial Transactions and Reports Analysis Centre of Canada, Royal Canadian Mounted Police, Canada Border Services Agency.

## Distributed Software

- Please see the [Order Form Supplement](#) governing the Social Studio mobile application for iOS.
- Please see the [Order Form Supplement](#) governing the Social Studio mobile application for Android.
- Please see the Open Source section of the [Trust and Compliance Documentation website](#) for any notices required by licensors related to the Marketing Cloud Services.

## Integrations with Other Services

The Social Studio Services may interoperate 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](#).

# Evergage and Interaction Studio Notices and License Information

Published: May 7, 2021

## Services Covered

The information in this document is applicable to the services branded as Evergage and Interaction Studio provided by salesforce.com, inc. (“salesforce.com”) under the Salesforce Marketing Cloud brand (the “Interaction Studio Services”). Interaction Studio Services provides access to individual customer behavior and a real time platform to deliver personalized customer experiences.

## Purpose of This Documentation

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

- information sourced from third parties and made available to customers via the Interaction Studio Services;
- Interaction Studio Services functionality that allows customers to interact with third-party products, services or platforms; and
- distributed components provided in connection with the Interaction Studio Services.

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

## Customer Data

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

## Acceptable Use and External-Facing Services Policy

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

## MFA Requirement for Using the Interaction Studio Services:

Starting February 1, 2022, Salesforce will begin requiring customers to enable Multi-Factor Authentication (MFA) for all Interaction Studio Services. Customer must satisfy the MFA requirement by either: (1) enabling Multi-Factor Authentication for all users who log in to Customer's Interaction 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 Interaction 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

- The Interaction Studio Services may not be used to generate, send or facilitate messages to third parties (“Messages”) that are unsolicited. Customers shall be solely responsible for the creation, initiation and sending of Messages, including without limitation, complying with any laws, regulations, or rules applicable to the sending of Messages (including obtaining consent to send those Messages) and for the content of Messages. Customers shall also be solely responsible for complying with the [Anti-SPAM Policy](#).
- **Important:** Information accessed by customers via the Interaction Studio Services may not be used for any purpose related to:

- establishing an individual’s eligibility for credit, employment or insurance, or for any other consumer-initiated transaction, for example as such terms are defined in the U.S. Fair Credit Reporting Act or any similar law;
- generating or facilitating unsolicited messages (spam), for example in violation of the U.S. CAN- SPAM Act or any other applicable anti-spam law; or
- sending messages to individuals who have asked not to receive future messages from the customer.
- Customer may use cookies and/or other tracking technologies both directly through the Interaction Studio Services and through Third-Party Platforms. Customer 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.com disclaims any liability to Customer or any third parties arising from Customer’s use of any cookies and tracking technologies.

### Third-Party Platforms

The Interaction Studio Services allow customers to interact with social media and other websites, including websites operated by or on behalf of a customer of the Interaction Studio Services (collectively “Third-Party Platforms”).

- Customers must enable the Interaction Studio Services to access their Third-Party Platform accounts, as applicable.
- The Interaction Studio Services may access, collect, process, and/or store information or content from Third-Party Platform accounts (including, but not limited to, information otherwise classified as Customer Data under a customer’s agreement with salesforce.com).
- Salesforce.com may, without notice to customers, delete from the Interaction Studio Services any content retrieved from Interaction Studio Services to the extent so required by Third-Party-Platform providers, and, in the event customers have exported such content from the Interaction Studio Services to other salesforce.com services, then such exported content may also be subject to deletion without notice.
- Customers are solely responsible for: (i) any content their users provide to any Third-Party Platform; (ii) their users’ interactions with or communications with third parties through any Third-Party Platforms; and (iii) any transactions relating to a separate agreement or arrangement between customers or their users and any Third-Party Platform provider or website.

### Third-Party Notices

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

- **ActOn:** Interaction with the ActOn Services must comply with customer’s agreement with ActOn, including the [Terms of Service](#), [Acceptable Use Policy](#) and [Software Support Services](#) (as applicable), and is subject to ActOn’s [Privacy Policy](#).
- **Cheetah Digital:** Use of Cheetah Digital services (also known as “Wayin Services”) is subject to customer’s agreement with Cheetah Digital including the [Subscription Terms](#) and [Services Privacy Notice](#).
- **Eloqua (Oracle Cloud Services):** Interaction with Eloqua services must comply with customer’s agreement with Oracle, including but not limited to the applicable [Master Partner Agreement for Eloqua](#), or any other applicable [Contract Document](#), and [e Terms of Us](#), and is subject to the applicable [Privacy Policy](#).

- **Facebook:** Interaction with Facebook services and use of Facebook content must comply with the [Facebook Terms and Policies](#) and the [Facebook Platform Policy](#).
- **Google:** Interaction with Google services is subject to [Google Privacy & Terms](#) and use of Google Developer services is subject to [Google Developer Terms](#). Additionally, customer's use of specific Google services are subject to the terms of services and policies below:
  - **Google Analytics:**
    - Interaction with the Google Analytics services must comply with customer's agreement with Google, including the [Google Analytics Terms of Service](#), and is subject to [Google Analytics Policies](#).
  - **Google AdWords**
    - Interaction with Google AdWords API must comply with the [AdWords API Terms and Conditions](#) (until August 2020), or [Google Ads API Terms and Conditions](#) (after August 2020), and is subject to the [Google Ads API policies](#);
- **HubSpot:** Interaction with HubSpot must comply with all applicable [Terms of Service](#).
- **Instagram:** Interaction with the Instagram services and the use of Instagram content must comply with customer's agreement with Instagram, including the [Instagram Terms of Use](#) and [API Terms of Use](#), and is subject to Instagram's [Data Policy](#).
- **LinkedIn:** Interaction with the LinkedIn services and use of LinkedIn content must comply with the [LinkedIn User Agreement](#), and [API Terms of Use](#), and is subject to LinkedIn's [Privacy and Cookie Policy](#) and [Data Processing Agreement](#).
- **MailChimp:** Interaction with the MailChip service must comply with customer's agreement with MailChimp, including the [Standard Terms of Use](#) or [API Use Policy](#), and any other applicable [Legal Policies](#), and is subject to MailChimp's [Privacy Policy](#).
- **Marketo:** Interaction with Marketo's services must comply with customer's agreement with Marketo, including the [Master Subscription and Services Agreement](#) or [End User Subscription Agreement](#), as applicable, and will be subject to all applicable [Legal Policies](#) and Marketo's [Privacy Notice](#).
- **Oracle Responsys:** Interaction with Oracle Responsy must comply with customer's agreement with Oracle, including any applicable [Contract Document](#), and [Terms of Use](#), and is subject to the applicable [Privacy Policy](#).
- **Selligent Message Studio:** Interaction with Selligent Message Studio must comply with the [Website Terms of Use](#), and is subject to the [Security Policy](#) and [Privacy Shield Statement](#).
- **Silverpop (IBM):** Interaction with Silverpop (IBM) must comply with customer's agreement with IBM, including (as applicable) [IBM Developer Terms of Use](#), [IBM Terms of Use](#), and is subject to the [IBM Privacy Statement](#).
- **Yesmail (now known as Data Axle):** Interaction and use of Yesmail services must comply with customer's agreement with Yesmail, and is subject to the applicable [Privacy Policy](#).
- **Zetamail:** Interaction and use of Zeta Global Zetamail services must comply with customer's agreement with Zeta Global and the [Acceptable Use Policy](#), and is subject to the applicable [Privacy Policy](#).

## Distributed Software

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

## **Integrations with Other Services**

The Interaction Studio Services may interoperate 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](#).