

Messaging and LiveMessage Notices and License Information

Published: May 7, 2021

Services Covered

The information in this document applies to the services branded as LiveMessage, formerly branded as HeyWire, and Messaging (together, the “Messaging Services”), which are provided by salesforce.com, inc. or its affiliate HeyWire, Inc. (“Salesforce”).

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 Messaging Services;
- Messaging Services functionality that allows customers to interact with social media and other websites; and
- distributed components provided in connection with the Messaging Services.

See your Order Form(s) for additional terms that may apply to your use of the Messaging 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 Messaging Services are subject to the [Acceptable Use and External-Facing Services Policy](#), as applicable.

MFA Requirement for Using the Messaging Services:

Starting February 1, 2022, Salesforce will begin requiring customers to enable Multi-Factor Authentication (MFA) for all Messaging Services. Customer must satisfy the MFA requirement by either: (1) enabling Multi-Factor Authentication for all users who log in to Customer's Messaging Services through the user interface or (2) ensuring MFA is enabled for all users who use Single Sign-On (SSO) to access Customer's Messaging 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 Messaging Services may not be used to generate, send or facilitate unsolicited messages to third parties (“Messages”). Customers shall be solely responsible for the creation, initiation and sending of such 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 such Messages. Customers shall not: (i) imitate or impersonate another person or his, her or its phone number; (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.

- B. The Messaging 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.
- C. The Messaging 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. If an industry or government group creates a list of telephone numbers whose status has changed – such as telephone numbers that have been assigned to a new user – Salesforce 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 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.
- D. Salesforce does not and has no duty to monitor the content of Messages transmitted using the Messaging Services and, accordingly, will have no liability for the content of such Messages. Salesforce reserves the right to refuse to transmit any Messages that Salesforce deems to be a violation of the Agreement, including the [Acceptable Use and External Facing Services Policy](#) and the Documentation.
- E. The Messaging Services are not interconnected with a public switched telephone network and are not designed or intended to be a replacement for ordinary mobile or fixed landline service. Any access to voice telephone calls is provided by Customer's mobile service provider and not by Salesforce or the Services. The Services are not intended or designed to support or carry emergency calls (including 911 and 000) to any type of hospitals, law enforcement agencies, medical care unit, public safety access point, or any other kind of emergency service. Messages to emergency services cannot be processed through the Messaging Services.
- F. Customer is solely responsible, at its own expense, for establishing and maintaining its equipment, software, facilities, and connection to the Messaging Services. Protocols used for communication and transfer of Messages and data between Customer and Salesforce shall be mutually agreed upon by both parties and shall conform to industry standard IP based protocols and formats. Customer understands that recipients of Messages transmitted by Customer using the Messaging Services may incur standard messaging charges from such party's mobile carriers for receipt of such Messages. Similarly, a party sending a Message through the Messaging Services to Customer may incur standard messaging charges from such third party's mobile carrier. Salesforce is not responsible for any such charges.
- G. Customer acknowledges that Messages will be transmitted between Customer and Salesforce via TLS, and the message traffic between the Messaging Services to destination carrier networks will be unencrypted per standard carrier protocol conventions. To the extent permitted by law, Salesforce may intercept and disclose any messages transmitted over the Services to the extent reasonably necessary to protect Salesforce's right or property, including without limitation, to protect the operation of the Services, or to comply with any applicable law, rule, or regulation.
- H. 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 Messaging 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 the Messaging Services by, for example, leasing short codes to customers or Salesforce, 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 the customer in the Territory, including without limitation: the most recently issued version of the CTIA Messaging Principles and Best Practices, including: <http://www.ctia.org/docs/default-source/default-document-library/170119-ctia-messaging-principles-and-best-practices.pdf?sfvrsn=2>; MMA Code of Conduct: <http://www.mmaglobal.com/node/1563>; MMA Global U.S. Consumer Best Practices for Messaging: https://www.mmaglobal.com/files/Best_Practices_for_Messaging_Version_7.0%5B1%5D.pdf; MMA Global Best Practices: <https://www.mmaglobal.com/documents/best-practices>; CTIA Mobile Commerce Compliance Handbook: https://www.wmcglobal.com/storage/us_resources/ctia-mobile-commerce-compliance-handbook-december-2013-CTIA-Mobile-Commerce-Compliance-Handbook-December-2013.pdf; CTIA Short Code Monitoring Handbook: https://www.wmcglobal.com/storage/us_resources/ctia-short-code-monitoring-program-Short-Code-Monitoring-Handbook-v1.7.pdf, also available at <https://www.wmcglobal.com/us-resources>; U.S. Short Code Registry Best Practices: <https://usshortcodes.com/about/BestPractices>; Common Short Code Acceptable Use Policy: <https://usshortcodes.com/use-policy>; terms and conditions applicable to obtaining the short codes: <https://www.usshortcodes.com/sublicense-agreement> (for customers messaging in the U.S.) and <http://www.txt.ca/en/apply-for-a-short-code/> (for customers messaging in Canada).
 4. be responsible for ensuring that any Messages sent by or on behalf of customers using the Messaging Services comply with the requirements listed in sections H(1)-(3).
- I. Customer acknowledges that Carriers may filter or block SMS messages for various reasons, including but not limited to, message volume, message content, time period, frequency, region, or use of incorrect phone number type, as further described at https://help.salesforce.com/articleView?id=000352415&type=1&mode=1&language=en_US.

CUSTOMER ACKNOWLEDGES THAT SALESFORCE 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 CANNOT CONTROL THE AGGREGATORS’ OR CARRIERS’ PERFORMANCE UNDER THEIR AGREEMENTS WITH EACH OTHER, WITH SALESFORCE, OR WITH ANY OF SALESFORCE’S AFFILIATES. SALESFORCE DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY AGGREGATORS OR CARRIERS.

Third-Party Platforms

The Messaging 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 Messaging Services to access their Third-Party Platform accounts.
- The Messaging 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 or applicable affiliate).

- To the extent any Third-Party Platforms require Salesforce to delete data derived from their platforms that has been correspondingly deleted from their platforms, Salesforce may, without notice to customers, delete such data from the Messaging Services, or any other Salesforce services to which customers may have exported such data.
- 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 Messaging Services:

- **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](#).
- **WhatsApp:** The WhatsApp messaging channel integrates with third-party functionality which includes elements provided by Twilio, Inc. (the "Twilio Service") and is accessible through the Covered Services. The Twilio Service is a Non-SFDC Application. Customer's use of the Twilio Service must comply with the Twilio API Terms of Service, found here: <https://www.twilio.com/legal/twilio-api-terms-for-sfdc-services>. The Twilio Service provides hosting for WhatsApp's encryption containers for messages sent to WhatsApp and decryption of messages received from WhatsApp using WhatsApp encryption keys, which occur in the United States on Twilio infrastructure. WhatsApp messages are transferred between Twilio and Salesforce in encrypted (HTTPS) form. WhatsApp messages are stored by Twilio in unencrypted form for no longer than 14 days before they are deleted. 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 separately agreed to between Customer and WhatsApp, Inc./Facebook, Inc., as well as the Facebook Terms for WhatsApp Business, found at <https://www.whatsapp.com/legal/FB-terms-whatsapp-business> and the WhatsApp Business Solution Terms, found at <https://www.whatsapp.com/legal/business-solution-terms/>. The WhatsApp Service is a Non-SFDC Application.

Integrations with Other Services

The Messaging 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](#).

Distributed Software

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