

Marketing Cloud Notice and License Information

Published: May 1, 2026

Services Covered

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

- **MC Advertising** Services branded or sold as Advertising Studio, Advertising Audiences, or Journey Builder Advertising.
- **Intelligence (formerly Datorama)**: Services branded or sold as Intelligence or Intelligence Data Pipelines.
- **Intelligence Reports for Engagement (formerly Datorama Reports)**: Services branded or sold as Intelligence Reports for Engagement.
- **Marketing Cloud Engagement (formerly ExactTarget)**: Services branded or sold as Audience Builder, Automation Studio, Content Builder, Email Studio, Journey Builder, Mobile Studio, or Web Studio.
- **Marketing Cloud Personalization (formerly Interaction Studio)**: Services branded or sold as Marketing Cloud Personalization.
- **Marketing Cloud Einstein**: Services branded or sold as Behavioral Triggers, Einstein Content Selection, Einstein Content Tagging, Einstein Copy Insights, Einstein Engagement Frequency, Einstein Engagement Frequency for Account Engagement, Einstein Engagement Scoring for Email, Einstein Engagement Scoring for Mobile, Einstein Messaging Insights, Einstein Recommendations (including Email Recommendations and Web Recommendations), Einstein Send Time Optimization for Marketing Cloud, Einstein Send Time Optimization for Account Engagement, Personalization Builder, Predictive Email, Predictive Intelligence, Predictive Web, and Web Personalization.
- **Marketing Cloud Engagement for Nonprofits (formerly Marketing Cloud for Nonprofits)**: Services branded or sold as Marketing Cloud **Engagement** for Nonprofits¹, which includes features of both Marketing Cloud Engagement and Marketing Cloud Einstein.
- **Unified Messaging**
- **Marketing Cloud Growth Edition**: Services branded or sold as Marketing Cloud Growth Edition (including Mobile App Messaging).
- **Marketing Cloud Advanced Edition**: Services branded or sold as Marketing Cloud Advanced Edition (including Mobile App Messaging).
- This documentation also applies to the Marketing Cloud Engagement features in Salesforce Starter (fka Self-Service CRM).

This documentation does not apply to services branded as Account Engagement (formerly branded as Pardot).

¹ Marketing Cloud Engagement for Nonprofits is also subject to the Salesforce Services Notices and License Information Documentation, available [here](#).

Table of Contents

Marketing Cloud Notice and License Information	1
Marketing Cloud Engagement, MC Advertising, Marketing Cloud Personalization, Intelligence Reports for Engagement, Marketing Cloud Engagement for Nonprofits, Unified Messaging, and Marketing Cloud Growth Edition and Marketing Cloud Advanced Edition Notices and License Information	3
Intelligence Notices and License Information	10
Marketing Cloud Einstein Notices and License Information	13
Marketing Cloud Personalization Notices and License Information	16

Marketing Cloud Engagement, MC Advertising, Marketing Cloud Personalization, Intelligence Reports for Engagement, Marketing Cloud Engagement for Nonprofits, Unified Messaging, and Marketing Cloud Growth Edition and Marketing Cloud Advanced Edition Notices and License Information

Published: May 1, 2026

Services Covered

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

- **MC Advertising:** Services branded or sold as Advertising Studio, Advertising Audiences, or Journey Builder Advertising.
- **Intelligence Reports for Engagement:** Services branded or sold as Intelligence Reports for Engagement.
- **Marketing Cloud Engagement (formerly ExactTarget):** Services branded or sold as Audience Builder, Automation Studio, Content Builder, Email Studio, Journey Builder, Mobile Studio, or Web Studio.
- **Marketing Cloud Personalization (formerly Interaction Studio):** Services branded or sold as Marketing Cloud Personalization.
- **Marketing Cloud Engagement for Nonprofits:** Services branded or sold as Marketing Cloud Engagement for Nonprofits, which includes features of both Marketing Cloud Engagement and Marketing Cloud Einstein.
- **Salesforce Starter (fka Self-Service CRM)** includes features of Marketing Cloud Engagement.
- **Unified Messaging**
- **Marketing Cloud Growth Edition:** Services branded or sold as Marketing Cloud Growth Edition.
- **Marketing Cloud Advanced Edition:** Services branded or sold as Marketing Cloud Advanced Edition.

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.

Customer’s Order Form(s) may include additional terms that apply to its use of the Covered Services.

Customer Data

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

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

As of February 1, 2022, Salesforce requires customers to enable Multi-Factor Authentication (MFA) for all Covered Services, unless otherwise approved by Salesforce in accordance with Salesforce internal policies and procedures. 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 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 [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 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 reserves the right to include any of the foregoing information in any electronic communications in its sole discretion, but Salesforce 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 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.

- 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, and made available to customer by broad publication or otherwise by: (a) third-party service providers that facilitate the provision of Mobile 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 customer in the Territory, including without limitation the MMA Code of Conduct: <https://www.mmaglobal.com/files/codeofconduct.pdf>, MMA Global U.S. Consumer Best Practices for Messaging: http://www.mmaglobal.com/files/Best_Practices_for_Messaging_Version_7.0%5B1%5D.pdf, CTIA Short Code Monitoring Handbook: <https://api.ctia.org/wp-content/uploads/2024/01/CTIA-Short-Code-Monitoring-Handbook-v1.9-FINAL.pdf>; CTIA Messaging Principles and Best Practices: <https://api.ctia.org/wp-content/uploads/2019/07/190719-CTIA-Messaging-Principles-and-Best-Practices-FINAL.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 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.

- 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 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>.

MC Advertising

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 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 Non-SFDC Apps and onboarding partners, including:

- Customer's use of the Advertising Audiences, Journey Builder, or Lead Capture Services in MC Advertising 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](#), [Google Ads API terms](#) (including the [Controller-Controller Data Protection Terms](#) incorporated by reference therein), [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](#).

Non-SFDC Applications

The following notices apply to Non-SFDC Applications that interoperate with the Covered Services.

- **Accuweather:** Einstein Content Selection 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 Service](#).
- **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 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 reCAPTCHA:** Engagement makes available reCAPTCHA functionality provided by Google LLC. reCAPTCHA is a Non-SFDC Application and is subject to the Google APIs Terms of Use at <https://developers.google.com/terms/>, Google Terms of Use at <https://policies.google.com/terms>, and reCAPTCHA Terms of Service at <https://www.google.com/recaptcha/admin/create>.
- **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](#).
- **Litmus:**
 - Litmus content is provided by Salted Services, Inc. and is pursuant to the [Litmus Terms of Service](#).
 - Interaction with Litmus services, and the use of Litmus content must comply with the [Litmus Terms of Service](#).
- **Meta:** Interaction with Meta services and use of Meta content must comply with the [Meta Terms of Service](#) and the [Meta Platform Terms](#)
- **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](#).
- **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](#).
- **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](#).
- **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 Business Messaging:** The WhatsApp Business Messaging channel integrates with third-party functionality provided by Meta Platforms, Inc., including certain functionality offered by Meta in beta version only, and is accessible through the Marketing Cloud Engagement services (“WhatsApp Business Messaging”). Customer’s use of WhatsApp Business Messaging is subject to the Meta terms of service available at <https://business.facebook.com/legal/terms> and the Meta Hosting Terms for Cloud API available at <https://www.facebook.com/legal/Meta-Hosting-Terms-Cloud-API>. The WhatsApp Business Messaging channel also integrates with third-party functionality provided by WhatsApp LLC and is subject to the WhatsApp Business Terms of Service (<https://www.whatsapp.com/legal/business-terms>), the Meta Data Protection Addendum (<https://www.facebook.com/legal/terms/Privacy>), and the [WhatsApp Business Solution Terms](https://www.whatsapp.com/legal/business-solution-terms/) (<https://www.whatsapp.com/legal/business-solution-terms/>). To the extent Customer accesses any beta features offered by Meta within WhatsApp Business Messaging, Customer shall be subject to the WhatsApp Business Solution Terms (<https://www.whatsapp.com/legal/business-solution-terms>), Meta Terms for WhatsApp Business (<https://www.whatsapp.com/legal/FB-terms-whatsapp-business/>), the Meta Hosting Terms for Cloud API (https://www.facebook.com/legal/Meta-Hosting-Terms-Cloud-API?_rdr), the [Meta Terms of Service](https://www.facebook.com/terms) (<https://www.facebook.com/terms>), and Meta Commercial Terms (https://www.facebook.com/legal/commercial_terms).
- **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 Marketing Cloud Engagement 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/>.
- **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](#).

SSL Certificates

The following notices apply to SSL Certificates that interoperate with the Covered Services. Customer consents to Salesforce sharing with the SSL Certificate provider(s) listed below information about Customer's purchase of the SSL Certificate, including customer name and domain. 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 a Non-SFDC Application.
- **Amazon Web Services (AWS):** SSL Certificate is a third-party service provided by AWS Cloudfront that is subject to the terms of service at <https://aws.amazon.com/service-terms/> and is a Non-SFDC Application.

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 [Salesforce Open Source Notices website](#) for any additional 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](#).

Intelligence Notices and License Information

Published: May 1, 2026

Services Covered

The information in this document applies to the services branded as Intelligence, (the “Intelligence Services”), which are provided by Salesforce, Inc. or its affiliate Intelligence, LLC. (“Salesforce”). This documentation also applies to the Intelligence features in Salesforce Starter (fka Self-Service CRM).

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 Intelligence Services;
- Intelligence Services functionality that allows customers to interact with third-party products, services or platforms; and
- distributed components provided in connection with the Intelligence Services.

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

Customer Data

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

Acceptable Use and External-Facing Services Policy

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

MFA Requirement for Using the Intelligence Services:

Starting February 1, 2022, Salesforce will begin requiring customers to enable Multi-Factor Authentication (MFA) for all Intelligence Services, unless otherwise approved by Salesforce in accordance with Salesforce internal policies and procedures. Customer must satisfy the MFA requirement by either: (1) enabling Multi-Factor Authentication for all users who log in to Customer’s Intelligence Services through the user interface or (2) ensuring MFA is enabled for all users who use Single Sign-On (SSO) to access Customer’s Intelligence 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 Intelligence 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 Intelligence Services with any Non-SFDC Applications (as defined below) that facilitate the sending of Messages, including without limitation complying with any laws, regulations, or rules (including any Non-SFDC Application 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

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

Non-SFDC Applications

The Intelligence Services allow users to interact with Non-SFDC Applications as described in the Documentation. The Intelligence Services may access, collect, process, and/or store information or content from Non-SFDC Applications.

Salesforce may, without notice to customers, delete from the Intelligence Services any information or data retrieved from a Non-SFDC Applications to the extent so required by the Non-SFDC Application providers, and, in the event customers have exported such information or data from the Intelligence Services to other Salesforce services, then such exported information or data may also be subject to deletion without notice.

The following Non-SFDC Applications are subject to the notices below:

- **Instagram Stories**
 - For Customers using the Instagram integration to report on Instagram Stories, the Intelligence Services will connect with the Instagram Stories webhook whereby Intelligence will process the Instagram Stories accounts through its current encrypted Intelligence AWS-US (Amazon Web Services, Inc.) environment and route it to customers' corresponding Intelligence Services location as further described in the Salesforce [Infrastructure & Sub-processors Documentation](#).
- **YouTube:** Interaction with YouTube services and the use of YouTube content must comply with the [YouTube Terms of Service](#), [YouTube Public API terms](#), and [Google Security Settings](#).

E-Commerce Connectors

- The Intelligence Services allow users to import data and other information related to customer's e-commerce business from the following Non-SFDC Application (the "E-Commerce Connectors"):
 - Amazon
- The following notices apply to Non-SFDC Applications that interoperate with the Intelligence Services via the E-Commerce Connectors:
 - **Amazon:** Interaction with the Amazon E-Commerce Connector and use of any Amazon content must comply with the [Amazon Services API Developer Agreement](#) (including any policies or other agreements incorporated by reference therein) and any other agreement(s) between customer and Amazon.

Distributed Software

Please see the [Salesforce Open Source Notices website](#) for any additional notices required by licensors related to the Intelligence Services.

Integrations with Other Services

The Intelligence 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 1, 2026

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 Engagement Frequency, Einstein Engagement Scoring for Email, Einstein Engagement Scoring for Mobile, Einstein Messaging Insights, Einstein Recommendations (including Email Recommendations and Web Recommendations), Einstein Send Time Optimization for Marketing Cloud, Einstein Send Time Optimization for Account Engagement, Personalization Builder, Predictive Email, Predictive Intelligence, Predictive Web, and Web Personalization.² This Document also applies to the Marketing Cloud Einstein features in Salesforce Starter (fka Self-Service CRM).

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's obligations with respect to any data submitted by customers to Salesforce services ("Customer Data") as defined in Salesforce's [MSA](#).

Acceptable Use and External-Facing Services Policy

The Marketing Cloud Einstein Services are subject to the [Acceptable Use and External-Facing Services Policy](#) and [Artificial Intelligence Acceptable Use 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, unless otherwise approved by Salesforce in accordance with Salesforce internal policies and procedures. 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](#).

² The information in this document is also applicable to the Marketing Cloud Einstein features of Marketing Cloud Engagement for Nonprofits.

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 [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.

Non-SFDC Applications

The Marketing Cloud Einstein Services allow users to interact with Non-SFDC Applications as described in the Documentation. The Marketing Cloud Einstein Services may access, collect, process, and/or store information or content from Non-SFDC Applications.

The following Non-SFDC Applications are subject to the notices below:

- **AccuWeather:** Einstein Content Selection provides functionality powered by third-party AccuWeather. Interaction with Marketing Cloud Einstein Services is subject to the [AccuWeather Terms of Use](#).
- **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](#).

Notices Applicable to Einstein Generative AI for Marketing Cloud

Marketing Cloud Einstein employs OpenAI's generative AI models to provide the Service. Customer's use of the Services must comply with [OpenAI's Usage Policies](#). OpenAI scans model inputs and outputs with automated safety classifiers to detect usage policy non-compliance, but has contracted to not otherwise retain or use Customer Data sent to the model. Noncompliance with OpenAI's Usage Policies may result in suspension or termination of the Services.

Marketing Cloud Personalization Notices and License Information

Published: May 1, 2025

Services Covered

The information in this document is applicable to the services branded as Marketing Cloud Personalization provided by Salesforce, Inc. (“Salesforce”) under the Salesforce Marketing Cloud brand (the “Marketing Cloud Personalization Services”). Marketing Cloud Personalization 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 Marketing Cloud Personalization Services;
- Marketing Cloud Personalization Services functionality that allows customers to interact with third-party products, services or platforms; and
- distributed components provided in connection with the Marketing Cloud Personalization Services.

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

Customer Data

This Documentation does not modify Salesforce's obligations with respect to Customer Data as defined in Salesforce's [MSA](#).

Acceptable Use and External-Facing Services Policy

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

MFA Requirement for Using the Marketing Cloud Personalization Services:

Starting February 1, 2022, Salesforce will begin requiring customers to enable Multi-Factor Authentication (MFA) for all Marketing Cloud Personalization Services, unless otherwise approved by Salesforce in accordance with Salesforce internal policies and procedures. Customer must satisfy the MFA requirement by either: (1) enabling Multi-Factor Authentication for all users who log in to Customer’s Marketing Cloud Personalization 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 Personalization 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 Marketing Cloud Personalization 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 Marketing Cloud Personalization 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 Marketing Cloud Personalization Services and through Non-SFDC Applications. 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 disclaims any liability to Customer or any third parties arising from Customer’s use of any cookies and tracking technologies.

Non-SFDC Applications

The Marketing Cloud Personalization Services allow users to interact with Non-SFDC Applications as described in the Documentation. The Marketing Cloud Personalization Services may access, collect, process, and/or store information or content from Non-SFDC Applications.

The following Non-SFDC Applications are subject to the notices below:

- **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 [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 MailChimp 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 Responsys 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 Marketing Cloud Personalization 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](#).