

EXACTTARGET NOTICES AND LICENSE INFORMATION

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Services Covered

The information in this document applies to the services branded as ExactTarget Marketing Cloud Services, but excluding those services currently branded as “Radian6,” “Buddy Media,” “Social.com,” “Social Studio,” “iGoDigital,” “Predictive Intelligence,” “Web Personalization,” or successor branding (the “ET Services”) which are provided by salesforce.com, inc. or its Affiliate ExactTarget, Inc. (“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 users via the ET Services;
- ET Services functionality that allows users to interact with social media and other websites; and
- desktop and mobile device software applications provided in connection with the ET Services.

Customer Data

This Documentation does not modify salesforce.com's obligations with respect to any Customer Data.

Restricted Uses of Information

- Important:** The ET Services may not be used to generate, send and facilitate unsolicited commercial or non-commercial electronic communications/messages to third parties. Customer 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 electronic messages and for the content of such electronic messages. Customer shall also be solely responsible for complying with the ExactTarget [Anti-SPAM Policy](#).

Customer 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 electronic messages (spam); or (iii) send electronic communications to individuals who have requested to be removed from a mailing list.

The ET 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

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the U.S. Fair Credit Reporting Act or any similar law.

- b. The ET Services may be used to send electronic messages only to those recipients who have given customers permission to send them such messages, or whose messages can be characterized as “transactional or relationship messages” as contemplated by the U.S. CAN-SPAM Act, to the extent the CAN-SPAM Act is applicable. 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 ET 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, as applicable, which shall describe how customers use the ET Services to collect information about individuals (if at all); and (v) any other information required by any laws applicable to customers in their sending of the messages. For all other electronic 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 its use of the ET Services and its sending of electronic messages. salesforce.com reserves the right to include any of the foregoing information in any electronic communications in its sole discretion, except that salesforce.com shall not be liable for any failure to include such information.

- c. To the extent customers use the ET Services for mobile messaging (“**Mobile Services**”) in certain jurisdictions, as permissible (the “**Territory**”), customers shall, in addition to its other obligations herein: (i) abide by the terms and conditions, including any rules of procedure, (including technical or quality control procedures), guidelines, directions, policies and/or other requirements) (collectively “**Terms**”), 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 or acting as intermediaries in the transmission of such mobile messages (“**Aggregators**”); and (b) providers of wireless messaging services to subscribers via wireless telecommunication networks (“**Carriers**”); (ii) comply with the following codes: MMA Code of Conduct: <http://www.mmaglobal.com/codeofconduct.pdf>, MMA Global Best Practices: <http://www.mmaglobal.com/bestpractices.pdf>, CTIA Mobile Commerce Compliance Handbook: <http://www.wmcglobal.com/assets/ctia---mobile---commerce---compliance---handbook---v1---2.pdf>, or any other best practices or guidelines applicable in the Territory, which collectively with the foregoing Terms shall comprise the “**Code of Practice**”; and (iii) be responsible for ensuring that any messages sent by or on behalf of customers using the Mobile Services comply with the Code of Practice.

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 ET 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.

Third-Party Platforms

The ET Services allow users to interact with social media and other websites, including websites operated by or on behalf of a customer of the ET Services (collectively "Third Party Platforms")

- Customer must enable the ET Services to access their Third-Party Platform accounts.
- The ET 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).
- Customer is solely responsible for any content its users provide to any Third Party Platform.
- 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 ET Services, or any other salesforce.com services to which customers may have exported such data.
- Customer is solely responsible for any information accessed by its users or any third party from any Third Party Platform.
- Customer is solely responsible for its users' interactions or communications with third parties through any Third-Party Platforms.
- Customer is solely responsible for any transactions relating to a separate agreement or arrangement between customers or their users and any Third-Party Platform provider or website.

Mentions

The ET 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 of the publicly available information is referred to as a "Mention").

- Salesforce.com does not own or control Mentions.
- 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 that do not reveal individual Mentions. These aggregations may be made available to third parties.
- The ET Services provide customers with the source URL for Mentions, enabling direct access to each Mention from its original location.
- Mentions are provided for a customer's internal use only and may not be redistributed or made available to third parties.

Third Party Notices

The following notices apply to Third Party Platforms and other commercial entities from which salesforce.com obtains Mentions and/or which interoperate with the ET Services.

- **Twitter**
 - Twitter content for the ET services is provided directly to salesforce.com under an agreement with Twitter.
 - Twitter content obtained through the ET Services, including derived analytical data, may not be used as a part of an advertising network or any other purpose prohibited by the Twitter Terms of Service.
 - Twitter content used in the ET Services is also obtained through commercial providers, including
 - Buzzfinder: Buzzfinder provides content to the ExactTarget services pursuant to the Twitter Terms of Service and Buzzfinder agreements with Twitter and ExactTarget.
 - Gnip: Gnip provides content to ExactTarget Services pursuant to the Twitter Terms of Service and Gnip agreements with Twitter and ExactTarget.
 - Interaction with Twitter services and use of Twitter content must comply with the [Twitter Terms of Service](#), the [Twitter privacy policy](#), and the [Twitter Public API terms](#).
- **Facebook**
 - Facebook content is provided pursuant to the [Facebook Terms of Service](#) and the [Facebook Public API terms](#).
 - Interaction with Facebook services and use of Facebook content must comply with the [Facebook Terms of Service](#) and the [Facebook Public API terms](#).
- **YouTube**
 - YouTube content is provided pursuant to the [YouTube Terms of Service](#) and the [YouTube Public API terms](#).
 - Interaction with YouTube services and the use of YouTube content must comply with the [YouTube Terms of Service](#) and the [YouTube Public API terms](#).
- **Google Analytics:** Interaction with Google Analytics services and the use of Google Analytics content must comply with the [Google Analytics Terms of Service](#) and the [Google Analytics Public API terms](#).
- **Klout:** Interaction with Klout services and the use of Klout content must comply with the [Klout Terms of Service](#) and the [Klout Public API Terms](#).
- **Bitly:** Interaction with Bitly services and use of Bitly content must comply with the [Bitly Terms of Service](#) and the [Bitly API Best Practices](#).
- **Twitpic:** Interaction with Twitpic services and use of Twitpic content must comply with the [Twitpic Terms of Service](#).
- **SurveyMonkey:** Interaction with SurveyMonkey services and use of SurveyMonkey content must comply with the [SurveyMonkey Terms of Service](#).

Distributed Software

- Please see the [ExactTarget Marketing Cloud Open Source website](#) for any notices required by licensors related to distributed components of the ExactTarget Services.