

EXACTTARGET NOTICES AND LICENSE INFORMATION

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Services Covered

The information in this document applies to the services branded as ExactTarget or Salesforce Marketing Cloud, but excluding those services currently branded as “Radian6,” “Buddy Media,” “Social.com,” “Social Studio,” “iGoDigital,” “Predictive Intelligence,” “Web & Mobile Analytics,” “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 customers via the ET Services;
- ET Services functionality that allows customers to interact with social media and other websites; and
- distributed components provided in connection with the ET 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”).

Restricted Uses of Information

- a. **Important:** The ET 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 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 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, as such terms are defined in the U.S. Fair Credit Reporting Act or any similar law.

- b. The ET 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 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, which shall describe how customers use the ET 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 ET 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 an industry or government group 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.
- c. To the extent customers use the ET Services for mobile messaging (“**Mobile Services**”), customers shall, in addition to their other obligations:
- (i) abide by the terms and conditions, 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 any best practices or guidelines applicable to customer, including without limitation the MMA Code of Conduct: <http://www.mmaglobal.com/node/1563>, MMA Global Best Practices: www.mmaglobal.com/documents/best-practices, CTIA Mobile Commerce Compliance Handbook: <http://wmcglobal.com/media/CTIA-Short-Code-Monitoring-Handbook-v1.4.1.pdf> (collectively, 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 and the Terms.

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. For more information on tracking technologies please see: <http://help.exacttarget.com>.

Third-Party Platforms

The ET 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 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).
- 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.
- 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 ET Services.

- **Bitly:** Interaction with Bitly services and use of Bitly content is subject to 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.
- **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 Analytics:** Interaction with the ET 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](#).
- **Omniiture:** Interaction with the Omniiture services and the use of Omniiture content must comply with customer's agreement with Omniiture, 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 ET 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](#).
- **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](#).

Integrations with Other Services

The ET Services may interoperate with other services provided by Salesforce. The Notices and License Information documentation for such services is available in the [Trust and Compliance Documentation](#) section of help.salesforce.com.

Distributed Software

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