

PREDICTIVE INTELLIGENCE NOTICES AND LICENSE INFORMATION

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Services Covered

The information in this document is applicable to the services branded as Predictive Intelligence, iGo Digital, Web & Mobile Analytics, or Web Personalization (the “Predictive Intelligence Services”) provided by salesforce.com, inc. and its affiliates iGo, LLC and/or ExactTarget, Inc. (collectively, “salesforce.com”) under the Salesforce Marketing Cloud brand.

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 Predictive Intelligence Services;
- Predictive Intelligence Services functionality that allows users to interact with social media and other websites; and
- distributed components provided in connection with the Predictive Intelligence 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

- **Important:** The Predictive Intelligence 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 Predictive Intelligence 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 Predictive Intelligence 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.exacttarget.com>.

Third-Party Platforms

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

- Customers must enable the Predictive Intelligence Services to access their Third-Party Platform accounts, as applicable.
- The Predictive Intelligence 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 Predictive Intelligence Services any content retrieved from Predictive Intelligence Services to the extent so required by Third Party Platform providers, and, in the event customers have exported such content from the Predictive Intelligence 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 Predictive Intelligence.

- **Google Analytics:** Interaction with the Predictive Intelligence Services is subject to the [Google Analytics partner privacy policy](#).

Integrations with Other Services

The Predictive Intelligence 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 Predictive Intelligence Services.