

salesforce.com TERMS OF USE

By signing this Salesforce.com, Inc. ("Salesforce.com") service agreement (the "Agreement"), you agree to the following terms and conditions. If you are executing this Agreement on behalf of a company, you represent that you have the authority to bind the company to the terms governing the use of Salesforce.com's on-line service (the "Service"). The term "you" refers to the individual or a legal entity, as applicable, that registers for or uses the Service. This Agreement states the general terms and conditions by which salesforce.com will deliver and You will receive any of the services and/or software applications provided by salesforce.com.

Welcome. As part of the Service, salesforce.com will provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement.

Charges and Payment of Fees. You will pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. You must provide salesforce.com with valid credit card or purchase order information as a condition to signing up for the Service. You must also report and pay any applicable taxes to the appropriate governmental agency. Purchase orders may be subject to credit approval.

salesforce.com charges and collects in advance for use of the Service. Salesforce.com will automatically renew and bill your credit card or issue an invoice to you as follows: (a) every month for monthly subscriptions, (b) every quarter for quarterly subscriptions, (c) upon the commencement of the initial term and then at each subsequent anniversary for annual subscriptions, or (d) quarterly or annually for annual sales agreements. The renewal charge will be equal to the then-current number of total licenses times the then-current license fee in effect at the time of renewal. Licenses added or subtracted during a billing period will be billed on a pro rata basis. Charges will be based on the number of licenses subscribed or contracted for, whether or not such licenses are actively used. salesforce.com reserves the right to change the fees, applicable charges and usage policies and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail.

For credit card payers, invoices will be generated at the start of a subscription period and your credit card will be charged simultaneously. If paying by other means, invoices will be generated at the start of a subscription period and approximately one month in advance of the start of any renewal period and shall be due within 30 days. Your account will be considered delinquent if payment in full is not received by the subscription period start date.

You agree to provide salesforce.com with complete and accurate billing and contact information if the terms of your salesforce.com account require you to pay for the Service. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, salesforce.com reserves the right to terminate your access to the Service in addition to any other legal remedies.

If you believe that you have been incorrectly billed by salesforce.com, you must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

Non-Payment. salesforce.com reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for your licenses during any period of suspension. If you or salesforce.com initiate termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that salesforce.com may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Non-Transferable Membership. salesforce.com and its licensors grant to you a personal, non-exclusive, non-transferable license to use and display the audio and visual information, documents, products and software contained in or made available through the Service (the "Content") solely for your own internal business purposes. All rights not expressly granted by salesforce.com to you are reserved.

Restrictions. You are permitted to store, manipulate, analyze, reformat, print, and display the Content only for your personal use. Unauthorized use or resale of the Service is expressly prohibited. You shall not copy, license, sell, transfer, make available, distribute, or assign this license or the Content to any third party. You shall not create Internet "links" to the Service or "frame" or "mirror" any Content contained on, or accessible from, the Service on any other server or Internet-based device. You are advised to consult with your broker or other financial representative to verify pricing information prior to the execution of any security trade based upon the Content.

Third Party Interaction. In your use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. salesforce.com shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party.

Links to Third Party Sites. salesforce.com does not endorse any sites on the Internet which are linked through the Service. salesforce.com is providing these links to you only as a matter of convenience, and in no event shall salesforce.com be responsible for any content, products, or other materials on or available from such sites.

User Accounts. A user account is required to access the Service and may be accessed and used only by those authorized individuals who are registered with salesforce.com. To open a user account, you or your company must complete the registration process by providing salesforce.com with current, complete and accurate information as prompted by the registration form. In registering for the Service, you and your company's users agree to submit accurate, current and complete information about you and your organization, and promptly update such information. Should salesforce.com suspect that such information is untrue, inaccurate, not current or incomplete, salesforce.com has the right to suspend or terminate your use of the Service. You must choose a personal, non-transferable password. User accounts cannot be "shared" or used by more than one individual. User licenses can be transferred to a new user only if a previous user becomes inactive and is unable to access the Service.

User Responsibilities. You are solely responsible for any and all activities that occur under your account and ensuring that you exit or log-off from your account at the end of each session of use. You shall notify salesforce.com immediately of any unauthorized use of your password or account or any other

breach of security that is known or suspected by you. You shall also use your best efforts to stop immediately any copying or distribution of Content that is known or suspected by you. salesforce.com shall not be responsible for any unauthorized access to, or alteration of, your transmissions or data, any material, information or data sent or received, regardless of whether the data is actually received by salesforce.com, any transactions entered into through the Service, or any failure by you to abide by this Agreement.

Account Information and Data. salesforce.com does not own any data, information or material that you submit to the Service ("Data"), unless we specifically tell you otherwise before you submit it. salesforce.com will not monitor, edit, or disclose any information regarding you or your account, including any Data, without your prior permission except in accordance with this Agreement or as may be required by law. Please be aware that salesforce.com does provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not include personally identifying information and your IP address will not be transmitted with messages sent from your salesforce.com account. salesforce.com may access your account, including its Data, to respond to service or technical problems or as stated in this Agreement. You, not salesforce.com, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data, and salesforce.com shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data.

Use, Storage and Other Limitations. salesforce.com reserves the right to establish or modify general practices and limits concerning use of the Service, including without limitation the maximum number of days that Content will be retained by the Service and the maximum disk space that will be allotted on salesforce.com's servers on your behalf. The current maximum disk storage space provided at no additional charge is 10 MB per license. If the amount of disk storage required exceeds this limit, you will be charged one additional license fee at the then-current price for each 10 MB of additional storage (or portion thereof). salesforce.com will use reasonable efforts to notify you when the average storage used per license reaches approximately 90% of the current maximum but you will be responsible for any additional storage charges regardless.

User Conduct. You agree to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the Service. In addition, without limitation, you agree not to use the Service or information from the Service to: (a) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (c) transmit through or post on the Service unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; (d) transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity; (e) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs or cancelbots; (f) interfere with or disrupt servers or networks connected to the Service or violate the regulations, policies or procedures of such networks; (g) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or (h) harass or interfere with another user's use and enjoyment of the Service.

Termination/Reduction in Service Level. For monthly, quarterly or annual subscriptions, this Agreement is automatically renewable monthly, quarterly or annually, respectively, unless either party requests termination or a change in service level. Either party may terminate this Agreement or reduce the level of service by notifying the other party in writing at least one month in advance of the termination date. You will be billed for the period from the date you initiate the termination/reduction up to and including the date one month following the date you initiated the termination/reduction at the service level prior to such termination/reduction. Upon termination/reduction, you will be granted a refund of any prepaid charges applicable to the period starting one month after our receipt of your written notice of the termination/reduction.

For annual sales agreements, this Agreement commences upon the Start Date (as set forth in the Order Form), is non-cancelable, and, unless terminated for cause by salesforce.com as set forth below, continues for the Initial Term set forth in the Order Form. This Agreement then will automatically renew for subsequent one (1) year terms at salesforce.com's then-current fees unless one party provides the other with written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term.

Termination for Cause. Any unauthorized access, use, copying, disclosure, distribution, or sublicensing by you or with your aid or consent of the Service or Content or any related methods, algorithms, techniques, or processes will be deemed a material breach of this Agreement.

salesforce.com in its sole discretion, may terminate your password, account or use of the Service and remove and discard any Data within the Service if you breach or otherwise fail to comply with this Agreement. salesforce.com will make available a file of your data within 30 days of termination if you so request at the time of notification of termination. In addition, salesforce.com may terminate a free account if you do not first log-on within 30 days after registration or if 90 days have passed since you last logged on. Upon termination of an account, your right to use such account and the Service immediately ceases, and salesforce.com shall have no obligation, except as stated above, to maintain any Data stored in your account or to forward any Data to you or any third party.

Privacy Policy. Attached as Exhibit A. [Click here to view the salesforce.com privacy policy.](#)

Cookies. Cookies are files that your web browser places on your computer's hard drive and are used to tell us whether you have visited the Service previously. salesforce.com uses a persistent cookie to help save and retrieve usernames used on the Service. salesforce.com issues a session cookie only to record encrypted authentication information for the duration of a specific session. The session cookie does not include the username or password of the user.

Proprietary Rights. Except for the licenses granted herein, you have no right, title or interest in or to salesforce.com, the Service or any Content of salesforce.com or its licensors, including, without limitation, documentation, stories, articles, text, images, and other multimedia data and all such right, title and interest shall remain exclusively with salesforce.com and its licensors, as applicable. salesforce.com and/or other salesforce.com products and services referenced herein are either trademarks or registered trademarks of salesforce.com. The names of other companies and products mentioned herein may be the trademarks of their respective owners. .

Mutual Indemnification. You shall indemnify and hold salesforce.com, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any unauthorized or improper use of the Service or Content or any breach of this Agreement by you.

salesforce.com shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with your proper and authorized use of the Service or Content.

Warranties. (a) SALESFORCE.COM WARRANTS THAT THE SERVICE PROVIDED WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE FUNCTIONS DESCRIBED IN THE ONLINE SALESFORCE.COM HELP DOCUMENTATION UNDER NORMAL USE AND CIRCUMSTANCES.

(b) EXCEPT AS PROVIDED IN SUBSECTION (a) ABOVE: SALESFORCE.COM AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. SALESFORCE.COM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (V) ERRORS OR DEFECTS WILL BE CORRECTED, OR (VI) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SALESFORCE.COM AND ITS LICENSORS.

Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY OR DUE FROM YOU (WHICHEVER IS GREATER) IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO YOUR USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL EITHER PARTY'S LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS) OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING UNDER THIS AGREEMENT OR FROM PERFORMANCE THEREUNDER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT THEY HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT.

Additional Rights. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

Local Laws and Export Control. This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to Afghanistan, Burma, Cuba, Iraq, Iran, Libya, Sudan, or any other countries to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using this site, User represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. User agrees to comply strictly with all U.S. export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the Export Administration Regulations. For more information, see the Export Administration Regulations, 15 C.F.R. Parts 730-774.

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Submissions. salesforce.com alone will own all right, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by you relating to the Service ("Submissions") and you agree to assign such Submissions to salesforce.com free of charge. salesforce.com may use such Submissions as it deems appropriate in its sole discretion.

Notice. salesforce.com may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in salesforce.com's account information, or by written communication sent by first class mail to your address on record in salesforce.com's account information. You may give notice to salesforce.com (such notice shall be deemed given when received by salesforce.com) at any time by any of the following: letter sent by confirmed facsimile to salesforce.com at the following fax number: (415) 901-7040; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to salesforce.com at the following address: salesforce.com, The Landmark @ One Market, Suite 300, San Francisco, CA 94105.

Modification to Terms. salesforce.com reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time and shall notify you by posting an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

Assignability. This Agreement may not be assigned except by salesforce.com (i) to a parent or subsidiary thereof, or (ii) to an acquirer of assets thereof. Any purported assignment in violation of this section shall be void.

Beneficiaries. The rights and limitations in this Agreement are also for the benefit of salesforce.com's licensors each of whom shall have the right to enforce its rights hereunder directly and on its own behalf.

General. This Agreement will be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You shall bring all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Service only in the federal and state courts located in San Francisco, California. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. The English language version of this Agreement shall control. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and salesforce.com as a result of this agreement or use of the Service. The failure of salesforce.com to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by salesforce.com in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and salesforce.com and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Exhibit A Privacy Statement

Reproduced by Request of TRUSTe

Privacy Statement Reproduced by request of TRUSTe This confirms that salesforce.com, Inc. (salesforce.com) is a licensee of the TRUSTe Privacy Program. TRUSTe is an independent, nonprofit organization whose mission is to build users' trust and confidence in the Internet by promoting the use of fair information practices. Because this web site wants to demonstrate its commitment to your privacy, it has agreed to disclose its information practices and have its privacy practices reviewed for compliance by TRUSTe.

If you have questions or concerns regarding this statement, you should first contact salesforce.com's security administrator by email at security@salesforce.com. If you do not receive acknowledgment of your inquiry or your inquiry has not been satisfactorily addressed, you should then contact TRUSTe http://www.truste.org/users/users_watchdog.html. TRUSTe will then serve as a liaison with the Web site to resolve your concerns.

Salesforce.com abides by the EU Safe Harbor framework as set forth by the Department of Commerce regarding collection, use, and retention of data from the European Union.

Salesforce.com Privacy Statement:

Salesforce.com has created this privacy statement ("Statement") in order to demonstrate our commitment to customer privacy. Privacy on the salesforce.com web site (the "Site") is of great importance to us. Because we gather important information from our visitors and customers, we have established this Statement as a means to communicate our information gathering and dissemination practices. We reserve the right to change this Statement and will provide notification of the change at least thirty (30) business days prior to the change taking effect. To be effective, the change must first also be approved by TRUSTe, and will include directions on how users may respond to the change.

Collected Information:

We require customers who register to use the services ("Services") offered on our Site to give us contact information, such as their name, company name, address, phone number, and e-mail address, and financial qualification and billing information, such as billing name and address, credit card number, and the number of users within the organization that will be using the Services. At the time you express interest in attaining additional information, or when you register for the service, we may also ask for additional personal information, such as title, department name, fax number, or additional company information, such as annual revenues, number of employees, or industry. Customers can opt out of providing this additional information by not entering it when asked. Customers can update or remove their personal information at any time by logging into the Website and editing their Personal Information within the My Setup Section. Customers can view their updated profile to confirm their edits have been made.

Salesforce.com uses the information that we collect to set up Services for individuals and their organizations. We may also use the information to contact customers to further discuss customer interest in our company, the Services that we provide, and to send information regarding our company or partners, such as promotions and events. Customers are invited to receive an email newsletter by providing an email address. Customer email addresses and any personal customer information will not be distributed or shared with any third parties. Customers can opt out of being contacted by us, or receiving such information from us, at any time by sending an email to support@salesforce.com. Separately, customers are also asked to provide an email address when registering for the Service, in order to receive a username and password. We may also email information regarding updates to the Service or company, and will send a Customer Newsletter. Again, email will not be distributed or shared and customers can opt out of receiving any communication by emailing support@salesforce.com at the time it is distributed, or at the time any customer registers for the Service.

Except as we explicitly state at the time we request information, or as provided for in the salesforce.com Terms of Use, we do not disclose to any third-party the information provided. All financial and billing information that we collect through the Site is used solely to check the qualifications of prospective customers and to bill for Services. This billing information is not used by salesforce.com for marketing or promotional purposes. Salesforce.com uses a third-party intermediary to manage the credit card processing. This intermediary is solely a link in the distribution chain, and is not permitted to store, retain, or use the information provided, except for the sole purpose of credit card processing. Other third parties, such as content providers, may provide content on the web Site but they are not permitted to collect any information nor does salesforce.com share any user information with these parties.

Customers of the Service will be using the Site to host data and information ("Data"). Salesforce.com will not review, share, distribute, print, or reference any such Data except as provided in the salesforce.com Terms of Use, or as may be required by law. Individual records may at times be viewed or accessed only for the purpose of resolving a problem, support issue, or suspected violation of the Terms of Use, or as may be required by law. Of course, customers are responsible for maintaining the confidentiality and security of their user registration and password.

Salesforce.com may also collect certain information from visitors to and customers of the Site, such as Internet addresses. This information is logged to help diagnose technical problems, and to administer our Site in order to constantly improve the quality of the Service. We may also track and analyze non-identifying and aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties.

Cookies:

When you interact with the salesforce.com Website we strive to make that experience easy and meaningful. When you come to our Web site, our Web server sends a cookie to your computer. Cookies are files that Web browsers place on a computer's hard drive and are used to tell us whether customers and visitors have visited the Site previously.

Standing alone, cookies do not identify you personally. They merely recognize your browser. Unless you choose to identify yourself to salesforce.com, either by responding to a promotional offer, opening an account, or registering for a 30-day Test Drive, you remain anonymous to salesforce.com. Cookies come in two flavors: session and persistent-based. Session cookies exist only during an online session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you've closed your browser or turned off your computer. They include such information as a unique identifier for your browser.

Salesforce.com uses session cookies containing encrypted information to allow the system to uniquely identify you while you are logged in. This information allows salesforce.com to process your online transactions and requests. Session cookies help us make sure you are who you say you are after you've logged in and are required in order to use the salesforce.com application. Salesforce.com uses persistent cookies, that only salesforce.com can read and use, to identify the fact that you are a salesforce.com customer or prior salesforce.com Website visitor (whatever the case may be). We are especially careful about the security and confidentiality of the information stored in persistent cookies. For example, we do not store account numbers or passwords in persistent cookies. Users who disable their Web browsers' ability to accept cookies will be able to browse our Website but will not be able to successfully use our service.

Third-Party Sites:

The Site contains links to other web sites. Salesforce.com is not responsible for the privacy practices or the content of these other web sites. Customers and visitors will need to check the policy statement of these others web sites to understand their policies. Customers and visitors who access a linked site may be disclosing their private information. It is the responsibility of the user to keep such information private and confidential.

Security:

Our Site has security measures in place to help protect against the loss, misuse, and alteration of the Data under our control. When our Site is accessed using Netscape Navigator, or Microsoft Internet Explorer versions 5.0 or higher, Secure Socket Layer (SSL) technology protects information using both server authentication and data encryption to help ensure that Data is safe, secure, and available only to you. Salesforce.com also implements an advanced security method based on dynamic data and encoded session identifications, and hosts the Site in a secure server environment that uses a firewall and other advanced technology to prevent interference or access from outside intruders. Finally, salesforce.com provides unique user names and passwords that must be entered each time a customer logs on. These safeguards help prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of Data.

Opt-Out Policy:

Salesforce.com offers its visitors and customers a means to choose how we may use information provided. If, at any time after registering for information or ordering Services, you change your mind about receiving information from us or about sharing your information with third parties, send us a request specifying your new choice. Simply send your request to support@salesforce.com.

Correcting & Updating Your Information:

If customers need to update or change registration information they may so by editing the user or organization record. To update a User Profile, log on to salesforce.com and select My Setup to add or update information. To update Organization's data, log on to salesforce.com and select Organization Setup. To update billing information please email support@salesforce.com or call 415-901-7010. To discontinue the Service and to have data returned, email support@salesforce.com or call 415-901-7010.

Additional Information:

Questions regarding this Statement or the practices of this Site should be directed to salesforce.com's Security Administrator by e-mailing such questions to security@salesforce.com.