

Acceptable Use Policy

1. **General.** This Acceptable Use Policy (“**AUP**”) addresses requirements applicable to Your use of Blackbaud’s solutions and services (“**Blackbaud Solutions**”).
2. **Appropriate Use.** You will not, and will not allow or authorize Your Users to, use Blackbaud Solutions to take any actions that (i) infringe on or dilute any Blackbaud or third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control and privacy laws); (iii) are defamatory, libelous, trade libelous, threatening, harassing, or obscene; (iv) interfere with or disrupt any Blackbaud services or equipment or cause excessive or disproportionate load on Blackbaud or its licensors or suppliers' infrastructure; (v) involve knowingly distributing viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines; (vi) encourage conduct that violates any applicable local, state, national or international laws or regulations; or (vii) involve the unauthorized entry to any machine accessed via Blackbaud Solutions. If You violate any portion of this AUP, You accept sole responsibility for all remedial actions and costs related to such violation, including compliance efforts and costs associated with statutory obligations or government investigations.
3. **Responsibility for Content.** Blackbaud provides cloud-based software solutions and related services and You provide Your Data. You accept sole responsibility for information and content collected, stored or transmitted by Blackbaud Solutions on Your behalf or Your end users. You control and approve all aspects of Your constituent communications and related content. If You acquire content from third parties for republication, You are solely responsible for ensuring it complies with any licensing requirements associated with such content. You acknowledge that Blackbaud exercises no control over Your Data passing through the Blackbaud Solutions, and that Blackbaud assumes no responsibility for Your Data.
4. **Privacy Policy; Data Protection.** You agree to post and maintain Your own privacy policy, disclosures, or other mechanisms, including but not limited to just-in-time notices, cookie notices, consent collection mechanisms, and any other information required under applicable privacy or data protection laws concerning Your collection of personal information on websites or forms developed using Blackbaud Solutions. You are solely responsible for ensuring that Your privacy policy complies with all applicable laws. You shall be responsible for the accuracy, quality and legality, which includes notices, consents and “opt out” requirements, of (i) all of Your Data provided to Blackbaud by You or on Your behalf; (ii) all of Your Data stored in Blackbaud Solutions; and (3) the means by which You acquired Your Data.
5. **Personal Information.** Blackbaud Solutions contain designated encryption functionality for the collection and storage of certain personal information stored in first-class fields, including but not limited to card and financial account numbers, government-issued identification numbers, account credentials, full dates of birth, and certain medical data. Where such encrypted fields are available within the Solution, You shall not store such information outside the encrypted fields within Blackbaud Solutions.
6. **Email Marketing.** [Please click here to view our Acceptable Use Policy for Blackbaud Email.](#)
7. **Short Message Service (SMS).** [Please click here to view our Acceptable Use Policy for Blackbaud SMS.](#)
8. **Enforcement of AUP.** Blackbaud reserves the right to suspend the provision of Blackbaud Solutions or take other appropriate remedial action to address actual or suspected violations of the AUP. Blackbaud will use reasonable efforts to notify You and provide an opportunity to cure before taking any such



action, if practicable and if permitted by law. You will cooperate with Blackbaud in investigating complaints about potential violations and in taking any corrective action that Blackbaud deems necessary to address such violations. Blackbaud reserves the right to remove Your Data from Blackbaud Solutions that Blackbaud determines, at its reasonable discretion, may be illegal, tortious, or infringing on the rights of a third party. If You become aware of any activity that violates this AUP, You shall promptly notify Blackbaud of any such violation and You shall take all necessary action to cease such violation. Violations or suspected violations of this AUP shall be immediately reported to AUP-Violation@blackbaud.com.

9. **DMCA.** You acknowledge that Blackbaud is a “service provider” as defined in 17 USC § 512(k)(1), is subject to the Digital Millennium Copyright Act (“DMCA”), and has the duties of a service provider under the DMCA. You are solely responsible for ensuring that Your Data and its provision of same to Blackbaud complies at all times with all applicable laws and regulations.
10. **AUP Updates.** Blackbaud reserves the right to modify this AUP from time to time, effective upon posting a revised copy to the Blackbaud website at www.blackbaud.com.

