



Braze Acceptable Use Policy

Last Updated: June 9, 2020

At Braze, our goal is to help our customers and their teams humanize their connections. To do this, Braze must keep the Braze Services running smoothly, without disruption. Braze's Acceptable Use Policy ("**AUP**") provides guidance as to how the Braze Services should be used, and more importantly, what constitutes misuse of the Services, either because the activity violates applicable law, or because it poses a risk to Braze's systems or to other Braze customers.

Effective Date of this AUP and updates

This AUP is effective as of June 9, 2020. Braze may change this AUP by posting an updated version of the AUP at www.braze.com/legal and such updates will be effective upon posting.

Who does this AUP apply to?

This AUP applies to all Braze customers or resellers, including their Users and anyone permitted to use the Braze Services under a subscription agreement with Braze (each a "**Customer**").

AUP violations

Violations of this AUP by a Customer are deemed a material breach of the subscription agreement in place between Customer and Braze.

PROHIBITED ACTIVITIES

1) Disruption of the Braze Services

Customer shall not take actions that disrupt the integrity of the Braze Services, for example by:

- modifying, disabling, or compromising the integrity or performance of the Services or related systems, network or data,
- deciphering any transmissions to or from the servers running the Services, or
- overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
 - Using "robots," "spiders," "offline readers," or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser;
 - Going far beyond the use parameters for any given service as described in its corresponding documentation; or
 - Consuming an unreasonable amount of storage for music, videos, pornography, etc., in a way that's unrelated to the purposes for which the Services were designed.

2) Intellectual Property and Privacy Rights

Customer shall not use the Braze Services in any manner that would:

- infringe, dilute, misappropriate, or otherwise violate any intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information.
- infringe, misappropriate, or otherwise violate any privacy or other personal rights

3) Security Violations

Customer shall not violate or attempt to violate the security of the Braze Services, including, without limitation, engaging in any of the following activities:

- attempting to probe, scan or test the vulnerability of the Braze systems or to breach security or authentication measures without proper authorization,
- accessing or searching any part of the Braze Services by any means other than our publicly supported interfaces (for example, "scraping"),
- attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing,"
- forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting,
- taking any action in order to obtain services to which you are not entitled,
- attempting to utilize another party's account name or persona without authorization from that party,
- attempting any action designed to circumvent or alter any method of measuring or billing for the Braze Services, or
- tampering with, reverse-engineering, or hacking or attempting to hack our Services.

4) Email, Digital Messages, Spam and other Wrongful Activities

Customer shall not use the Braze Services to:

- send unsolicited email or digital messages, including but not limited to messages sent to purchased, rented, harvested, or appended recipient lists or lists generated through co-registration programs,
- send digital messages to recipient addresses for distribution lists or email groups, SMS gateways or Usenet newsgroups,
- send email or digital messages which are excessive and/or intended to harass or annoy others,
- continue to send email and/or digital messages to a recipient who has indicated that he/she does not wish to receive them ("spam"),
- send email or digital messages with forged header information,
- send malicious email or digital messages,
- send email or digital messages misrepresenting yourself, or disguising the origin of any content (including by "spoofing", "phishing", manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Braze or any third party),
- violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people's personal information (including account names or information) from our Services,
- stalk, harass, or post direct, specific threats of violence against others,
- send email or digital messages for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws),
- send email or digital messages using meta tags or any other "hidden text" including Braze's or our suppliers' product names or trademarks,
- send email or digital messages that use or include links or content hosted by another email service provider or other digital message service provider, or using links provided by Braze in email or digital messages sent through another email service provider or other digital message service provider,
- disparage Braze or our partners, vendors, or affiliates, or
- promote or advertise products or services other than your own without appropriate authorization.

Additionally, all messages sent by a Customer through the Braze Services must include:

- a working unsubscribe link in compliance with applicable law,
- a domain in the visible or "friendly from" address that is either owned or controlled by the Customer,
- if required by applicable law, the postal mailing address of the Customer.

The working unsubscribe link must remain functional for no fewer than 60 days following the completion of its sending. All unsubscribe or other opt-out requests must be honored as soon as is feasible but no later than five business days from receipt of the request. Recipients that have unsubscribed or opted out must not be re-added to a list of recipients absent a subsequent opt-in.

PROHIBITED CONTENT

Customer shall not (i) violate laws applicable when publishing or distributing content through the Braze Services and (ii) post, upload, submit or otherwise provide content to or through the Braze Services that:

- is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic, indecent, harassing, or hateful,
- encourages illegal or tortious conduct or that is otherwise inappropriate,
- attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition,
- contains viruses, bots, worms, scripting exploits, or other similar materials,
- is intended to be inflammatory, or
- could otherwise cause damage to Braze or any third party.

In addition, the following content types are expressly forbidden:

- sale of firearms or ammunition,
- credit repair,
- affiliate marketing or email list brokering or exchange,
- pyramid schemes, or multi-level or -channel marketing opportunities,
- promotion, offering, or proliferation of access to payday loans, payday advances, or short-term unsecured loans.

"Content" as used within this AUP, means: (i) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the Braze Services, and (ii) any other materials, content, or data you provide to Braze or use with the Services.