



## Workbench “Always on the Job!”

	INDIVIDUAL	STANDARD	ENTERPRISE
Workbench - Single User	✓	✓	✓
Workbench - Up to 5 users	☐	✓	✓
Workbench - Up to 25 users	☐	☐	✓
Basic Customer Support (self-serve)	✓	✓	✓
Enhanced Telephone/Email Customer Support	☐	✓	✓
Priority 4-hour Response Support	☐	☐	✓
Subject Matter Expert Writer	Pay Per Hour	Pay Per Hour	Dedicated SME
Dedicated Custom Success Manager	☐	☐	✓
Full Library and Content Search	✓	✓	✓
Number of Files in Your Content Library	150 files	550 files	Unlimited
Secure Storage – Archive of Proposals	100GB	500gb	1tb
<b>Specialized Apps</b>			
Compliance Matrix Generator (core app)	✓	✓	✓
Bid/No Bid Decision Support Tool (core app)	✓	✓	✓
DocDoctor Proposal Builder	☐	✓	✓
Content Library	☐	✓	✓
Fresh Opportunities Pipeline Capture Tool	☐	Pay Per Use	✓
Applicant Tracking System	Pay Per Use	✓	✓
<b>Standard Features</b>			
World-wide Encrypted Access, 24/7/365	✓	✓	✓
Personalized Dashboard	✓	✓	✓
Opportunities - Agency Tracking	✓	✓	✓
Contract Award Accounts	✓	✓	✓
Manager Sales Contacts	✓	✓	✓
Leads - Pipeline Forecasting	✓	✓	✓
Projects - Proposals In-Process	✓	✓	✓
Collaboration - Scheduling Calendar	✓	✓	✓
Workflow Management	✓	✓	✓
Team Management	✓	✓	✓
Data Backups	✓	✓	✓

**Data Rights** - You always own your own data; you can export it and delete your company account anytime.

**Monthly** - Pay at the start of a 30-day period.

**Annual** - Pay at the start of a 365-day period.

**Subject Matter Expert Writer Hourly Rates** Subject to Change; Consult the “Purchase” Page for details when ordering.

**Terms & Conditions, Non-Disclosure and Privacy Policies Apply** - See following pages.

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*Terms & Conditions, Privacy Policy and Other Information*

Terms and Conditions

Workbench "Always on the Job!" - Powered By Bluedog Inc/Ltd

Last Updated: Wednesday, July 14, 2021

Software-As-A-Service SAAS Subscription Terms & Conditions

These Subscription Terms & Conditions (the "Subscription Terms") govern your use of our Web-delivered social and project collaboration service (the "Service"). We provide the Service from our Web sites at <http://www.bluedog.com> and <http://www.workbench.net> and <http://www.bluedog.ie> from any mobile sites, mobile applications, widgets, and other internet points of presence that we make available to you to access the Service (collectively, the "Site"). THIS AGREEMENT GOVERNS ALL USE OF OUR SERVICE AND SITE, WHETHER ON A FREE TRIAL OR PAID BASIS. Please read the Privacy Policy, as it applies to all visitors and users of our sites, applications, and services.

1. Acceptance of Agreement

These Subscription Terms are entered into by and between Bluedog Inc. in the U.S. and Bluedog PLC in the Republic of Ireland, together with its affiliated companies (collectively, "we," "us," or "Bluedog ") and the customer ("you") identified in a Subscription Agreement or other written agreement between you and us for your subscription to the Service ("Subscription Agreement"). Collectively, the Subscription Agreement and Subscription Terms are referred to herein as the "Agreement."

2. Fees; Payment

You agree to pay the fees ("Subscription Fees") set forth in the Subscription Agreement or other written agreement between you and us for your subscription to the Service (each a "Subscription Agreement"). Unless otherwise provided in the Subscription Agreement, all amounts under this Agreement are payable in U.S. dollars in the U.S., and euros in the E.U. Service Fees are due and payable as set forth in the Subscription Agreement or, if not set forth in the Subscription Agreement, net fifteen (15) days from the date of our invoice. We may charge a late fee of one and one half percent (1.5%) per month on past due amounts. If you pay by credit card, you are responsible for maintaining up-to-date, valid credit card or other payment information, and you acknowledge that we may immediately terminate this Agreement and/or suspend your right to access the Service if we are unable to charge your credit card for fees when due. The fees payable under this Agreement do not include local, state or federal taxes or duties of any kind; all such taxes will be assumed and paid by you, except for taxes based on Bluedog's income or receipts. You will send payments to the payment address specified in the Subscription Agreement or our invoice.

3. User Accounts

3.1 User Accounts

Bluedog will provision username/password pairs ("User Accounts") for up to the number of individual authorized users specified in your Subscription Agreement ("End Users").

3.2 End Users

You may designate your employees or independent contractors as End Users; provided, that (a) you are responsible for all use of the Service that occurs under your User Accounts and for any breach of this Agreement by any of your End Users, and (b) all use of the Service by End Users is subject to the pricing terms and limitations set forth in your Subscription Agreement. Each User Account may be used by only one individual End User. You agree to notify us of any unauthorized access or use of which you become aware.

4. Permitted Use of the Service

4.1 Bluedog Content

Subject to the terms and conditions of this Agreement, you are authorized to access and use the text, graphics, data, benchmarks, analytics, business metrics, indicators, data analysis tools, and other information and content that we make available to you through the Service ("Bluedog Content") and otherwise use the features and functionality of the Service only for your internal business purposes (if you represent a company, non-profit, governmental agency or other entity) or your personal, non-commercial use (if you are an individual).

4.2 Bluedog APIs and Software

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From time to time, we may make application programming interfaces (APIs), HTML scripts, data import tools, or other software code or executables available to you as part of the Service (“Bluedog APIs and Software”). We grant you a non-exclusive, non-transferable license, only while this Agreement remains in effect, to use the Bluedog APIs and Software (if any) to access and use the Service in compliance with the terms of this Agreement, and for no other purpose.

#### 5. Prohibited Uses of the Service

You specifically agree not to:

- access the Service using the username and password of another user;
- permit anyone else (including another employee or contractor from your company) to access the Service using your username or password;
- make copies of any Bluedog Content or distribute Bluedog Content to any third party, except where we specifically authorize the reproduction and use of content we make publicly available to non-subscribers;
- use any robot, spider, data scraping, crawler or extraction tool or similar mechanism with respect to the Service, including to retrieve or copy Bluedog Content or other materials from the Service;
- reproduce or distribute any Bluedog Content except as expressly permitted in writing;
- “frame,” distribute, resell, or permit access to the Service (including Bluedog Content) by any third party;
- use the Service other than in accordance with the instructions or documentation we provide and in compliance with applicable laws;
- interfere with the Service or disrupt any other user’s access to the Service;
- reverse engineer, attempt to gain unauthorized access to the Service, or attempt to discover the underlying source code, data sources, or structure of the Service;
- submit to the Service any routine, device or other undisclosed feature, including a so-called time bomb, virus, worm, Trojan horse, trapdoor or back door, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to allow unauthorized access or produce unauthorized modifications;
- distribute, or permit any third party to use, Bluedog APIs and Software; or
- if you are (or your company is) our competitor, access, use, distribute or resell any of the content on the Site, directly or indirectly.

#### 6. Your Content

##### 6.1 Ownership; Representation

As between the parties, you retain all right, title and interest in any and all search terms, search histories, data, text, personally identifiable information, and other content that you or your End Users upload or submit to the Service (collectively, “Your Content”). You represent and warrant that you have all rights, permissions and consents necessary to submit Your Content to the Service and to grant us the limited rights to use Your Content set forth in this Agreement. Your Content may include Public Content (as defined in Section 6.2 below) that you submit to the Service.

##### 6.2 Use of Your Content

You agree that we may use Your Content to make the Service and its features available to you in accordance with this Section 6, including without limitation by making Your Content available for viewing, modification or download by your End Users. You agree that we may distribute Your Content to our service providers who act on our behalf in providing the Service, provided, that we bind such service providers to confidentiality obligations substantially as protective of Your Content as this Agreement, and that we will be responsible for any breach of this Agreement by such service providers in connection with our provision of the Service. The Service and Site may include areas or pages where you can submit content designated for public availability to all users of the Site and Service (“Public Content”). If you submit Public Content, you grant us a perpetual, irrevocable, royalty-free, worldwide license to (a) display, distribute, reproduce, reformat, make available for download, modify and use Public Content and to sublicense these rights to other users of the Site and Service.

##### 6.3 Security; Treatment at Termination

We will maintain commercially reasonable administrative, technical and procedural safeguards designed to protect Your Content from unauthorized access, disclosure or loss. After termination or expiration of this Agreement, Bluedog has no obligation to retain, and may delete, Your Content from the Service at any time.

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## 7. No Competitive Use

If you are (or your company is) a direct competitor of Bluedog, you may not use our Service. The Service is intended for use by our customers, not our competitors, and may contain data or information proprietary and confidential to us. Accordingly, if you violate this Section 7, we may terminate this Agreement and your access to the Service immediately, retain any amounts you have prepaid for the Service and, invoice you for a termination fee of \$25,000.00 per End User, which you will pay net (30) days from the date of our invoice. You acknowledge that this termination fee represents liquidated damages rather than a penalty, and reflects a reasonable measure of our actual damages associated with violation of this Section 7. For avoidance of doubt, the remedies available to us under this Section 7 are in addition to, and do not limit, any other rights we may have, at law or in equity, arising from your breach of any other provision of this Agreement

## 8. Term and Termination.

### 8.1 Term

This Agreement begins when you accept it and register for the Service (the "Effective Date"), and remains in effect throughout the Subscription Period identified in your Subscription Agreement ("Initial Term") unless earlier terminated as provided in this Section 8. After the Initial Term, the Agreement and your subscription will automatically renew for successive one year renewal terms (each a "Renewal Term") unless either party provides written notice of non-renewal at least 30 days prior to the end of the Initial Term or then-current Renewal Term.

### 8.2 Termination by You

You may terminate this Agreement at any time by giving us at least thirty (30) days' prior written notice via email to [termini@bluedog.net](mailto:termini@bluedog.net), but you will not be entitled to any refund of Subscription Fees in connection with such termination except as expressly provided in Section 8.5 below, and you will promptly pay any unpaid portion of your Subscription Fees for your then-current Subscription Period.

### 8.3 Termination by Us for Cause

We may terminate this Agreement immediately and discontinue your access to the Service at any time, upon written notice to the email address you provide when you register for the Service, if (a) you are in breach of any material provision of this Agreement, (b) you misappropriate or infringe any of our intellectual property or proprietary rights, or (c) you fail to make a payment when due (e.g., because your payment information is out-of-date or invalid).

### 8.4 Termination by Us for Convenience

In addition, we may terminate this Agreement at any time, for any reason, upon written notice to you, in which case we will provide you the pro-rated refund for any pre-paid, unused Subscription Fees described in Section 8.5 below.

### 8.5 Effect of Termination

Upon expiration or termination of this Agreement for any reason: (a) all rights and obligations of the parties will cease, except that the following sections of the Agreement will survive any such termination or expiration: 1, 2 (but only with respect to amounts that are accrued but unpaid as of the effective date of termination), 3.2, 5, 6, 8.5, 9 through 17, 19, 20 and 21; (b) notwithstanding any provision of a surviving section, you will have no further right to use the Service, Bluedog Content, or Bluedog Software and APIs; and (c) you will not be entitled to any refund of any Subscription Fees.

## 9. Intellectual Property

### 9.1 Service.

We retain all right, title and interest in the Service and the technology and software we use to provide the Service, including any Bluedog APIs and Software. Any HTML scripts or other software code created to generate or display content on the Service is protected by our copyright, and you have no right to copy or adapt that code.

### 9.2 Bluedog Content

The Bluedog Content and all trademarks, logos, button icons, graphics, "look and feel," and additional materials on the Site are the property of Bluedog and our licensors, and protected by copyright, trademark, and other intellectual property rights. Use or reproduction not authorized in this Agreement is prohibited. If the Service permits you to download and distribute any Bluedog Content, you must preserve all copyright, trademark, and other proprietary

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rights notice in the Bluedog Content or any copy you make of such Bluedog Content that is authorized by this Agreement.

### 9.3 Your Content

Except for the rights you grant to us in this Agreement, you retain all right, title and interest in Your Content.

### 9.4 Feedback

We are grateful for input and suggestions you provide, but we need to maintain our intellectual property rights in the Service. You acknowledge and agree that all feedback and suggestions for enhancement that you provide to us concerning the Service (“Feedback”) will be owned by us without any obligation of compensation to you.

### 10. Warranty Disclaimer

The Service is provided via the internet, and may therefore experience periods of downtime, including but not limited to scheduled maintenance. Further, much of the Bluedog Content available through the Service was obtained by us from third-party sources. Accordingly, WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICE, THE Bluedog CONTENT AND ANY DOCUMENTATION WE MAKE AVAILABLE VIA THE SERVICE, OR ANY Bluedog SOFTWARE AND APIS. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR RESULTS TO BE OBTAINED FROM THE SERVICE. WE DO NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

### 11. Privacy

Your (and your End Users’) use of the Service is governed by our Privacy Policy, which we may update from time to time. Our Privacy Policy describes our practices regarding collection, use and disclosure of information we obtain about you in connection with the Service. However, our Privacy Policy does not apply to personal information that you may submit as part of Your Content.

### 12. Confidentiality

Each party (the “receiving party”) agrees not to disclose, duplicate, publish, release, transfer or otherwise make available the Confidential Information of the other party (the “disclosing party”) in any form to, or for the use or benefit of, any person or entity without the disclosing party’s prior written consent. “Confidential Information” means the disclosing party’s financial, technical, or business information that is designated as confidential at the time of disclosure, or that the receiving party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. The specific features of the Service, the documentation we provide to you in connection with the Service, and the Bluedog Software and APIs are included among our Confidential Information. Your Content and any personal information you submit to the Service are your Confidential Information; provided, however, that our display or disclosure of Your Content as necessary to provide the Service to you and your End Users or disclosure of personal information submitted by you or your End Users consistently with the Privacy Policy will not be deemed to violate this section. Confidential Information does not include information that: (i) is or becomes generally known to the public without breach of the receiving party’s confidentiality obligation under this Agreement; (ii) was independently developed by the receiving party without breach of its confidentiality obligation under this Agreement; or (iii) the receiving party received from a third party who obtained such Confidential Information without breach of any obligation owed to the disclosing party.

### 13. Limited Liability; Exclusion of Certain Damages

EXCEPT FOR LIABILITY ARISING FROM OUR FRAUD, WILLFUL MISCONDUCT OR OUR INFRINGEMENT OF YOUR INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL WE BE LIABLE UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, FOR (I) ANY AMOUNT IN EXCESS OF THE SUBSCRIPTION FEES ACTUALLY PAID TO US DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH THE APPLICABLE CLAIM AROSE, (II) ANY LOST PROFITS OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES; OR (III) ANY LOSS OF YOUR CONTENT OR DATA SUBMITTED TO THE SERVICE.

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#### 14. Indemnification

##### 14.1 By Us

We will defend, indemnify and hold harmless you and your corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the Service, when used by you in compliance with this Agreement, infringes or violates any intellectual property or proprietary right of any third party; provided, that we will not be obligated under this sentence to the extent any such infringement or violation arises from (a) use of the Service in combination with technology or services not provided by us, (b) Your Content, or (c) third party content made available to you through the Service.

##### 14.2 By You

You agree to indemnify and hold us and our corporate affiliates, directors, officers, employees, successors, assigns and agents harmless from and against any claim, demand, action, proceeding, loss, damage, settlement, penalty, cost, expense or other liability (including but not limited to reasonable attorneys' fees and expenses) arising out of (1) any allegation that, if true, would establish a breach of this Agreement by you, or (2) Your Content (except to the extent such liability results from our modification of Your Content or our violation of this Agreement).

##### 14.3 Conditions

The indemnifying party's obligations under this section are contingent on the indemnified parties: (a) promptly providing written notice of the claim to the indemnifying party, (b) giving the indemnifying party sole control of the defense and settlement of the claim (provided, however, that the indemnifying party will not enter into any settlement that imposes any monetary liability on, or admits any fault on the part of, an indemnified party); and (c) providing the indemnifying party, at the indemnifying party's expense, all reasonable assistance in connection with such claim. In no event will an indemnified party be liable for any settlement that admits any fault of or imposes any monetary liability on an indemnified party without its prior written consent.

#### 15. Publicity

You agree that we may identify you as a customer on our Site or other public communications.

16. Copyright Complaints. If you believe that your copyrighted work has been infringed by content appearing on our Site, please follow our Procedure for Making Claims of Copyright Infringement.

#### 17. Links to Third Party Sites

This Site may contain links to Web sites maintained by others. These links are provided solely as a convenience, and not because we endorse the content or have an opinion about the content on such sites. If you access any of these Web sites, you do so at your own risk.

#### 18. Insurance

We will maintain at our sole cost and expense errors and omissions/professional liability insurance in the amount of no less than one million dollars (\$1,000,000) per claim, covering acts, errors, omissions, negligence, infringement of copyrights, trademarks or trade secrets, and unauthorized disclosure of your Confidential Information. The insurance required herein shall protect us, you, and your end users from claims for which we have an obligation to indemnify you hereunder.

#### 19. Modifications

We reserve the right to modify the terms and conditions of this Agreement from time to time. We will post any updated version on the Site, and it will become effective if you renew your subscription after the subscription period identified in your Subscription Agreement. Your continued use of the Service under the modified Agreement will constitute your acceptance of the modified Agreement.

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20. Notices

Except in cases where this Agreement permits notice via email, all notices required under this Agreement must be in writing, must be sent via internationally recognized delivery service or messenger or via U.S. mail, and will be deemed given five (5) business days after having been sent. Notices must be addressed as follows: if to us, to Attn: Legal Affairs, 10936 Pebble Run Drive, Silver Spring, Maryland, 20902, USA, and for notices permitted to be sent via email, to [termini@bluedog.net](mailto:termini@bluedog.net); and, if to you, to the contact name and address or email address that you have provided us in your Subscription Agreement or otherwise.

21. Miscellaneous

Neither you nor we will be liable for delay or default under this Agreement if caused by conditions beyond our or your reasonable control (e.g., technology malfunctions or acts of God). This Agreement is governed by the internal laws of the State of Maryland in the U.S., and the Republic of Ireland, without regard to its conflicts of law rules, and you hereby consent to exclusive jurisdiction and venue in the state and federal courts located in Montgomery County, Maryland in the U.S. or Dublin, Ireland in the E.U. for any dispute arising out of this Agreement. Neither party may assign this Agreement to a third party without the written consent of the other party in advance, except that we may assign this Agreement without such consent to a third party acquiring all or substantially all of our assets or equity securities. This Agreement will bind and benefit the parties, their successors, and their permitted assigns. You and we are independent contractors to each other in our activities under this Agreement. This Agreement, including our Privacy Policy and the other documents referenced in this Agreement, represents the entire agreement between you and us with respect to your use of the Service, and expressly supersedes any terms or conditions stated in a Customer purchase order or similar document, whether submitted or executed before or after the Effective Date. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including attorneys' fees. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect, and will be liberally construed to effectuate the purposes of this Agreement. This Agreement supersedes any contemporaneous or prior agreements regarding the Service.

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Privacy Policy

Workbench "Always on the Job!"

Our postal address in the US is– 10936 Pebble Run Drive | Silver Spring, Maryland 20902 USA

Our address in the EU is– 12 Eastwood, Finglas Dublin 11 - Ireland | CRO 623625

We can be reached via e-mail at [termini@bluedog.net](mailto:termini@bluedog.net) or [termini@bluedog.ie](mailto:termini@bluedog.ie) or you can reach us by telephone at +1 (301) 649-5000 or +353 083-043-0968

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The General Data Protection Regulation (“GDPR”) places new obligations on companies offering services to people in the European Union. This Privacy Policy addresses specific GDPR obligations, as well as our Terms of Use to specify that our EU users’ agreement is with our European Headquarters in Ireland.

For each visitor to our Web page, our Web server may automatically recognize the visitor's domain name and e-mail address (where possible).

We collect the domain name and e-mail address (where possible) of visitors to our Web page, the e-mail addresses of those who post messages to our bulletin board, the e-mail addresses of those who communicate with us via e-mail, the e-mail addresses of those who make postings to our chat areas, aggregate information on what pages visitors access or visit, user-specific information on what pages visitors access or visit, information volunteered by the visitor, such as survey information and/or site registrations, name and address, payment information (e.g., credit card number and billing address).

The information we collect is used to improve the content of our Web page, used to customize the content and/or layout of our page for each individual visitor, used to notify visitors about updates to our Web site, used by us to contact visitors for marketing purposes, disclosed when legally required to do so, at the request of governmental authorities conducting an investigation, to verify or enforce compliance with the policies governing our Website and applicable laws or to protect against misuse or unauthorized use of our Website, to a successor entity in connection with a corporate merger, consolidation, sale of assets or other corporate change respecting the Website.

With respect to cookies: We may use cookies to store visitors preferences, record session information, such as items that visitors add to their shopping cart, record user-specific information on what pages users access or visit, alert visitors to new areas that we think might be of interest to them when they return to our site, record past activity at a site in order to provide better service when visitors return to our site, ensure that visitors are not repeatedly sent the same banner ads, customize Web page content based on visitors' browser type or other information that the visitor sends.

If you do not want to receive e-mail from us in the future, please let us know by or clicking the unsubscribe link in any message received.

If you supply us with your postal address on-line you may receive periodic mailings from us with information on new products and services or upcoming events. If you do not wish to receive such mailings, please let us know by email us at the address provided above.

Please provide us with your exact name and address. We will be sure your name is removed from the list we share with other organizations.

With respect to Ad Servers: We do not partner with or have special relationships with any ad server companies.

From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change at some time in the future we will post the policy changes to our Web site to notify you of these changes and we will use for these new purposes only data collected from the time of the policy change forward. If you are concerned about how your information is used, you should check back at our Web site periodically.

Customers may prevent their information from being used for purposes other than those for which it was originally collected by e-mailing us at the above address.



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Upon request we provide site visitors with access to unique identifier information (e.g., customer number or password) that we maintain about them, transaction information (e.g., dates on which customers made purchases, amounts and types of purchases) that we maintain about them, communications that the visitor/visitor has directed to our site (e.g., e-mails, customer inquiries), contact information (e.g., name, address, phone number) that we maintain about them.

Visitors can access this information by e-mail to us at the above address.

Upon request, we offer visitors the ability to have inaccuracies corrected in contact information, financial information, unique identifiers, transaction information. Visitors can have this information corrected by sending us e-mail at the above address.

With respect to security: We have appropriate security measures in place in our physical facilities to protect against the loss, misuse or alteration of information that we have collected from you at our site.

If you feel that this site is not following its stated information policy, you may contact us at the above addresses or phone number.

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By continuing to use Blue\_Dog web sites, mobile applications and on-line services on or after May 24, 2018, you acknowledge reading and understanding our updated Privacy Policy and agree to our updated Terms of Use.

Wenn Sie die Blue Dog-Websites, mobile Anwendungen und Online-Dienste am oder nach dem 23. Mai 2018 weiterhin nutzen, bestätigen Sie, dass Sie unsere aktualisierten Datenschutzrichtlinien gelesen und verstanden haben, und stimmen Sie unseren aktualisierten Nutzungsbedingungen zu.

En continuant d'utiliser les sites Web de Blue Dog, les applications mobiles et les services en ligne à compter du 23 mai 2018, vous reconnaissez avoir lu et compris notre politique de confidentialité mise à jour et accepter nos conditions d'utilisation mises à jour.

Trí leanúint ar aghaidh le húsáid a dhéanamh ar shuíomhanna gréasáin Madraí Gorm, iarratais soghluaiste agus seirbhísí ar líne an 23 Bealtaine 2018 nó dá éis, aithníonn tú ár mBeartas Priobháideachta nuashonraithe a léamh agus a thuiscint agus ár dTearmaí Úsáide nuashonraithe a aontú.

Continuando a utilizzare i siti Web Blue Dog, le applicazioni mobili e i servizi online a partire dal 23 maggio 2018, l'utente accetta di leggere e comprendere la nostra Politica sulla privacy aggiornata e accetta le nostre Condizioni d'uso aggiornate.

2018年5月23日以降、Blue Dogのウェブサイト、モバイルアプリケーション、オンラインサービスの利用を継続することにより、更新されたプライバシーポリシーを読み理解し、更新された利用規約に同意したことになります。

Per daŭre uzado de Blue Dog-retejoj, telefonaj aplikoj kaj interretaj servoj, aŭ post la 23-an de majo 2018, vi agnoskas legi kaj kompreni nian ĝisdatigitan Privatecan Politikon kaj konsenti niajn ĝisdatigitajn Kondiĉojn de Uzo.

Per continuig Blue Dog uti textus sites, mobile applications et recta servicia on or after-May XXIII, MMXVIII, scito te legere et intelligere nostrum updated Privacy Policy et conveniunt ad updated Terms of Use.

#### A. About Us

Blue\_Dog is an online marketing platform (the "Services") operated by Blue Dog Inc / Blue Dog CSL, a company headquartered in the State of Maryland in the United States and Dublin, Ireland in the E.U. ("we," "us," "our," and "Blue\_Dog").

The Services enable our Members to, among other things, send and manage email campaigns and serve advertisements. We also provide other related services, such as real-time data analytics. Find out more about our Services here.

#### B. Key Terms

In this privacy policy, these terms have the following meanings:

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"Contact" is a person who a Member may contact through our Services. In other words, a Contact is anyone on a Member's Distribution List or about whom a Member has given us information. For example, if you are a Member, a subscriber to your email marketing campaigns would be considered a Contact.

"Distribution List" is a list of Contacts a Member may upload or manage on our platform and all associated information related to those Contacts (for example, email addresses).

"Member" means any person or entity that is registered with us to use the Services.

"Personal Information" means any information that identifies or can be used to identify a Member, a Contact, or a Visitor, directly or indirectly. Examples of Personal Information include, but are not limited to, first and last name, date of birth, email address, gender, occupation, or other demographic information.

"Website(s)" means any website(s) we own and operate (such as [www.bluedog.net](http://www.bluedog.net)) or any web pages, interactive features, applications, widgets, blogs, social networks, social network "tabs," or other online, mobile, or wireless offerings that post a link to this privacy policy.

"Visitor" means any person who visits any of our Websites.

"you" and "your" means, depending on the context, either a Member, a Contact, or a Visitor.

This section applies to the Personal Information we collect and process from a Member or potential Member through the provision of the Services. If you are not a Member, the Visitors or Contacts section of this policy may be more applicable to you and your data. In this section, "you" and "your" refer to Members and potential Members.

#### A. Information We Collect

The Personal Information that we may collect broadly falls into the following categories:

(i) Information you provide to us: In the course of engaging with our Services, you may provide Personal Information about you and your Contacts. Personal Information is often, but not exclusively, provided to us when you sign up for and use the Services, consult with our customer service team, send us an email, integrate the Services with another website or service (for example, when you choose to connect your e-commerce account with Blue\_Dog), or communicate with us in any other way.

We will let you know prior to collection whether the provision of Personal Information we are collecting is compulsory or if it may be provided on a voluntary basis and the consequences, if any, of not providing the information. By giving us this information, you agree to this information being collected, used and disclosed as described in our Terms of Use and in this privacy policy.

(ii) Information we collect automatically: When you use the Services, we may automatically collect certain information about your device and usage of the Services. We use cookies and other tracking technologies to collect some of this information. Our use of cookies and other tracking technologies is discussed more below, and in more detail in our Cookie Statement [here](#).

(iii) Information we collect from other sources: From time to time, we may obtain information about you or your Contacts from third-party sources, such as public databases, social media platforms, third-party data providers and our joint marketing partners. We take steps to ensure that such third parties are legally or contractually permitted to disclose such information to us.

(iv) Information from the use of our mobile apps: When you use our mobile apps, we may collect certain device and usage-related information in addition to information described elsewhere in this privacy policy.

#### B. Use of Personal Information

We may use the Personal Information we collect through the Services or other sources for a range of reasons, including:

To bill and collect money owed to us by you.

To send you system alert messages.

To communicate with you about your account and provide customer support.

To enforce compliance with our Terms of Use and applicable law, and to protect the rights and safety of our Members and third parties, as well as our own. This may include developing tools and algorithms that help us prevent violations.

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To meet legal requirements, including complying with court orders, valid discovery requests, valid subpoenas, and other appropriate legal mechanisms.

To provide information to representatives and advisors, including attorneys and accountants, to help us comply with legal, accounting, or security requirements.

To prosecute and defend a court, arbitration, or similar legal proceeding.

To respond to lawful requests by public authorities, including to meet national security or law enforcement requirements.

To provide, support and improve the Services. For example, this may include sharing your or your Contacts' information with third parties in order to provide and support our Services or to make certain features of the Services available to you.

To provide suggestions to you.

For our data analytics projects. Our data analytics projects use data from Blue\_Dog accounts, including Personal Information of Contacts, to provide and improve the Services. We use information like your sending habits and your Contacts' details and purchase history, so we can make more informed predictions, decisions, and products for our Members. If you or your Contact prefers not to share this data, you can alter the security settings on your account (as described here) to opt out of data analytics projects, or your Contact can opt out of data analytics projects at any time by emailing us at [info@bluedog.net](mailto:info@bluedog.net).

Combined information. We may combine Personal Information with other information we collect or obtain about you (such as information we source from our third-party partners) to serve you specifically, such as to deliver a product or service according to your preferences or restrictions, or for advertising or targeting purposes in accordance with this privacy policy. When we combine Personal Information with other information in this way, we treat it as, and apply all of the safeguards in this privacy policy applicable to, Personal Information.

Other purposes. To carry out other legitimate business purposes, as well as other lawful purposes about which we will notify you.

#### C. Cookies and Tracking Technologies

We and our partners may use various technologies to collect and store information when you use our Services, and this may include using cookies and similar tracking technologies, such as pixels and web beacons. For example, we use web beacons in the emails we send on your behalf. These web beacons track certain behavior such as whether the email sent through the Services was delivered and opened and whether links within the email were clicked. They also allow us to collect information such as the recipient's IP address, browser, email client type and other similar details. We use this information to measure the performance of your email campaigns, and to provide analytics information and enhance the effectiveness of our Services. Reports are also available to us when we send email to you, so we may collect and review that information.

Our use of cookies and other tracking technologies is discussed in more detail in our Cookie Statement [here](#).

#### D. Member Distribution Lists

A Distribution List can be created in a number of ways, including by importing Contacts, such as through a CSV or directly from your email client. Your Distribution Lists are stored on a secure Blue\_Dog server. We do not, under any circumstances, sell your Distribution Lists. If someone on your Distribution List complains or contacts us, we might then contact that person. You may export (download) your Distribution Lists from Blue\_Dog at any time.

If we detect abusive or illegal behavior related to your Distribution List, we may share your Distribution List or portions of it with affected ISPs or anti-spam organizations to the extent permitted or required by applicable law.

If a Contact chooses to use the Forward to a Friend (FTF) link in an email campaign a Member sends, it will allow the Contact to share the Member's email content with individuals not on the Member's Distribution List. When a Contact forwards an email to a friend, we do not store the Contact's email address or their friend's email address, and no one is added to any Distribution List as a result of the FTF link. The Member who created the email campaign only sees an aggregate number of times their email campaign was forwarded by a Contact and does not have access to the email addresses used to share or receive that forwarded content.

#### E. Other Data Protection Rights

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You and your Contacts may have the following data protection rights:

To access, correct, update or request deletion of Personal Information. Blue\_Dog takes reasonable steps to ensure that the data we collect is reliable for its intended use, accurate, complete and up to date. As a Member, you can manage many of your individual account and profile settings within the dashboard provided through the Blue\_Dog platform, or you may contact us directly by emailing us at [info@bluedog.net](mailto:info@bluedog.net). You can also manage information about your Contacts within the dashboard provided through the Blue\_Dog platform to assist you with responding to requests to access, correct, update or delete information that you receive from your Contacts.

In addition, individuals who are residents of the EEA can object to processing of their Personal Information, ask to restrict processing of their Personal Information or request portability of their Personal Information. You can exercise these rights by contacting us using the contact details provided in the "Questions and Concerns" section below. If any of your Contacts wishes to exercise any of these rights, they should contact you directly, or contact us as described in the "Privacy for Contacts" section below.

Similarly, if Personal Information is collected or processed on the basis of consent, the data subject can withdraw their consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your Personal Information conducted in reliance on lawful processing grounds other than consent. If you receive these requests from Contacts, you can segment your lists within the Blue\_Dog platform to ensure that you only market to Contacts who have not opted out of receiving such marketing.

The right to complain to a data protection authority about the collection and use of Personal Information. For more information, please contact your local data protection authority. Contact details for data protection authorities in the EEA are available [here](#).

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection law. We may ask you to verify your identity in order to help us respond efficiently to your request. If we receive a request from one of your Contacts, we will either direct the Contact to reach out to you, or, if appropriate, we may respond directly to their request.

#### A. How We Share Information

We may share and disclose your Personal Information to the following types of third parties for the purposes described in this privacy policy (for purposes of this section, "you" and "your" refer to Members, Contacts, and Visitors unless otherwise indicated):

- (i) Our service providers: Sometimes, we share your information with our third-party service providers, who help us provide and support our Services and other business-related functions.
- (ii) Advertising partners: We may partner with third-party advertising networks and exchanges to display advertising on our Websites or to manage and serve our advertising on other sites and may share Personal Information with them for this purpose.
- (iii) Any competent law enforcement body, regulatory body, government agency, court or other third party where we believe disclosure is necessary (a) as a matter of applicable law or regulation, (b) to exercise, establish, or defend our legal rights, or (c) to protect your vital interests or those of any other person.
- (iv) A potential buyer (and its agents and advisors) in the case of a sale, merger, consolidation, liquidation, reorganization, or acquisition.
- (v) Any other person with your consent.

#### B. Legal Basis for Processing Personal Information (EEA Persons Only)

If you are from the European Economic Area, our legal basis for collecting and using the Personal Information described above will depend on the Personal Information concerned and the specific context in which we collect it.

However, we will normally collect and use Personal Information from you where the processing is in our legitimate interests and not overridden by your data-protection interests or fundamental rights and freedoms. Typically, our legitimate interests include improving, maintaining, providing, and enhancing our technology, products, and services; ensuring the security of the Services and our Websites; and for our marketing activities.

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If you are a Member, we may need the Personal Information to perform a contract with you. In some limited cases, we may also have a legal obligation to collect Personal Information from you.

If we ask you to provide Personal Information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your Personal Information is mandatory or not, as well as of the possible consequences if you do not provide your Personal Information.

Where required by law, we will collect Personal Information only where we have your consent to do so.

If you have questions about or need further information concerning the legal basis on which we collect and use your Personal Information, please contact us using the contact details provided in the "Questions and Concerns" section below.

#### C. Your Choices and Opt-Outs

Members and Visitors who have opted into our marketing emails can opt out of receiving marketing emails from us at any time by clicking the "unsubscribe" link at the bottom of our marketing messages.

Also, all opt-out requests can be made by emailing us using the contact details provided in the "Questions and Concerns" section below. Please note that some communications (such as service messages, account notifications, billing information) are considered transactional and necessary for account management, and Members cannot opt out of these messages unless you cancel your Blue\_Dog account.

#### D. Our Security

We take appropriate and reasonable technical and organizational measures to protect Personal Information from loss, misuse, unauthorized access, disclosure, alteration, and destruction, taking into account the risks involved in the processing and the nature of the Personal Information. For further information about our security practices, please see our Security page here. If you have any questions about the security of your Personal Information, you may contact us at [info@bluedog.net](mailto:info@bluedog.net).

Blue\_Dog accounts require a username and password to log in. Members must keep their username and password secure, and never disclose it to a third party. Because the information in a Member's Blue\_Dog account is so sensitive, account passwords are hashed, which means we cannot see a Member's password. We cannot resend forgotten passwords either. We will only provide Members with instructions on how to reset them.

#### E. International Transfers

##### (i) We operate in the United States and the European Union

Some of our servers and offices are located in the United States, so your information may be transferred to, stored, or processed in the United States. While the data protection, privacy, and other laws of the United States might not be as comprehensive as those in your country, we take many steps to protect your privacy, including offering our Members a data processing agreement. Others servers may be located in the Republic of Ireland or other EU member states.

##### (ii) Data transfers from Switzerland or the EU to the United States

Blue\_Dog participates in and is in compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. We are committed to subjecting all Personal Information received from European Union (EU) member countries and Switzerland, respectively, in reliance on each Privacy Shield Framework, to each Framework's applicable Principles. To learn more about the Privacy Shield Frameworks, and to view our certification, visit the U.S. Department of Commerce's Privacy Shield website, [here](#).

A list of Privacy Shield participants is maintained by the Department of Commerce and is available [here](#).

Blue\_Dog is responsible for the processing of Personal Information we receive under each Privacy Shield Framework and subsequently transfer to a third party acting as an agent on our behalf. We comply with the Privacy Shield Principles for all onward transfers of Personal Information from the EU and Switzerland, including the onward transfer liability provisions.

With respect to Personal Information received or transferred pursuant to the Privacy Shield Frameworks, we are subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, we may be required to disclose Personal Information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

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If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact us at [info@bluedog.net](mailto:info@bluedog.net). Members located in Switzerland and the EU may also request our data processing agreement in addition to relying on Blue\_Dog's Privacy Shield participation.

(iii) Members located in Australia

If you are a Member who lives in Australia, this section applies to you. We are subject to the operation of the Privacy Act 1988 ("Australian Privacy Act"). Here are the specific points you should be aware of:

Where we say we assume an obligation about Personal Information, we are also requiring our subcontractors to undertake a similar obligation, where relevant.

We will not use or disclose Personal Information for the purpose of our direct marketing to you unless you have consented to receive direct marketing; you would reasonably expect us to use your personal details for the marketing; or we believe you may be interested in the material but it is impractical for us to obtain your consent. You may opt out of any marketing materials we send to you through an unsubscribe mechanism or by contacting us directly. If you have requested not to receive further direct marketing messages, we may continue to provide you with messages that are not regarded as "direct marketing" under the Australian Privacy Act, including changes to our terms, system alerts, and other information related to your account.

Our servers are located in the United States. In addition, we or our subcontractors may use cloud technology to store or process Personal Information, which may result in storage of data outside Australia. It is not practicable for us to specify in advance which country will have jurisdiction over this type of offshore activity. All of our subcontractors, however, are required to comply with the Australian Privacy Act in relation to the transfer or storage of Personal Information overseas.

If you think the information we hold about you is inaccurate, out of date, incomplete, irrelevant, or misleading, we will take reasonable steps, consistent with our obligations under the Australian Privacy Act, to correct that information upon your request.

If you are unsatisfied with our response to a privacy matter then you may consult either an independent advisor or contact the Office of the Australian Information Commissioner for additional help. We will provide our full cooperation if you pursue this course of action.

#### F. Retention of Data

We retain Personal Information where we have an ongoing legitimate business or legal need to do so. Our retention periods will vary depending on the type of data involved, but, generally, we'll refer to these criteria in order to determine retention period:

Whether we have a legal or contractual need to retain the data.

Whether the data is necessary to provide our Services.

Whether our Members have the ability to access and delete the data within their Blue\_Dog accounts.

Whether our Members would reasonably expect that we would retain the data until they remove it or until their Blue\_Dog accounts are closed or terminated.

When we have no ongoing legitimate business need to process your Personal Information, we will either delete or anonymize it or, if this is not possible (for example, because your Personal Information has been stored in backup archives), then we will securely store your Personal Information and isolate it from any further processing until deletion is possible.

#### G. California Privacy

Under California Law, California residents have the right to request in writing from businesses with whom they have an established business relationship, (a) a list of the categories of Personal Information, such as name, email, and mailing address, and the type of services provided to the customer that a business has disclosed to third parties (including affiliates that are separate legal entities) during the immediately preceding calendar year for the third-parties' direct marketing purposes, and (b) the names and addresses of all such third parties. To request the above information, please contact us through our contact form or email us at [info@bluedog.net](mailto:info@bluedog.net).

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#### H. Changes to this Policy

We may change this privacy policy at any time and from time to time. The most recent version of the privacy policy is reflected by the version date located at the top of this privacy policy. All updates and amendments are effective immediately upon notice, which we may give by any means, including, but not limited to, by posting a revised version of this privacy policy or other notice on the Websites. We encourage you to review this privacy policy often to stay informed of changes that may affect you. Our electronically or otherwise properly stored copies of this privacy policy are each deemed to be the true, complete, valid, authentic, and enforceable copy of the version of this privacy policy that was in effect on each respective date you visited the Website.

#### I. Questions & Concerns

If you have any questions or comments, or if you have a concern about the way in which we have handled any privacy matter, please use our contact form to send us a message. You may also contact us by postal mail or email at:

For EEA Residents:

For the purposes of EU data protection legislation, Blue Dog Inc / Blue Dog CSL d/b/a Blue\_Dog is the controller of your Personal Information. Our Data Protection Officer can be contacted at [info@bluedog.net](mailto:info@bluedog.net).

For Non-EEA Residents:

Blue Dog Inc / Blue Dog CSL d/b/a Blue\_Dog

Attn. Privacy Officer

[info@bluedog.net](mailto:info@bluedog.net)

10936 Pebble Run Dr

Silver Spring, MD 20902 USA

[Terms of Service](#)

[Terms of Use](#)

Thanks for using Blue\_Dog.

Please read these Terms carefully. By using Blue\_Dog or signing up for an account, you're agreeing to these Terms, which will result in a legal agreement between you and Blue\_Dog ("Agreement"). We'll start with the basics, including a few definitions that should help you understand these Terms. Blue\_Dog ("Blue\_Dog," "we," or "us") is an online marketing platform (the "Service") offered through the URL [www.bluedog.net](http://www.bluedog.net) (we'll refer to it as the "Website") that allows you to, among other things, create, send, and manage certain marketing campaigns, including, without limitation, emails, advertisements, and mailings (each a "Campaign," and collectively, "Client Campaigns"). Blue\_Dog is a Maryland limited liability company whose legal name is Blue Dog Inc / Blue Dog CSL d/b/a Blue\_Dog. Blue\_Dog has employees, independent contractors, and representatives ("our Team"). As a customer of the Service or a representative of an entity that's a customer of the Service, you're a "Member" according to this Agreement (or "you").

These Terms of Use ("Terms," including our Acceptable Use Policy, API Guidelines, Copyright and Trademark Policy, and Brand Guidelines) define the terms and conditions under which you're allowed to use the Service in accordance with the Agreement, and how we'll treat your account while you're a Member. If you don't agree to these Terms, you must immediately discontinue your use of the Service.

Some features of the Service are offered as add-ons to your Blue\_Dog account ("Add-ons"). Unless expressly stated otherwise, these Terms apply to the use of Add-ons. Some Add-ons are intended for particular use cases and may also have additional terms or restrictions ("Additional Terms"). Additional Terms for Add-ons can be found on the Website at [bluedog.net/legal/additional-terms](http://bluedog.net/legal/additional-terms), and Members agree to the applicable Additional Terms at the time they choose to add the corresponding Add-on.

Blue\_Dog uses Google Maps to provide certain features of the Service, and, as a result, we are contractually obligated to make our Members aware of certain terms related to the use of such features. Therefore, you acknowledge and agree that by signing up for an account and using the Service, you are also bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy).

If you have any questions about our Terms, feel free to contact us.

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## ACCOUNT

### 1. Eligibility

In order to use the Service, you must:

be at least eighteen (18) years old and able to enter into contracts;

complete the registration process;

agree to these Terms;

provide true, complete, and up-to-date contact and billing information; and

not be based in Cuba, Iran, North Korea, Syria, or any other country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist-supporting" country.

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you won't use the Service in a way that violates any laws or regulations. Note that by representing and warranting, you are making a legally enforceable promise.

Blue\_Dog may refuse service, close accounts of any users, and change eligibility requirements at any time.

### 2. Term

When you sign up for the Service and agree to these Terms, the Agreement between you and Blue\_Dog is formed, and the term of the Agreement (the "Term") will begin. The Term will continue for as long as you have a Blue\_Dog account or until you or we terminate the Agreement in accordance with these Terms, whichever happens first.

Entering your username and clicking the "Get Started" button and means that you've officially "signed" and accepted the Terms. If you sign up for the Service on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms and enter into the Agreement on its behalf.

### 3. Closing Your Account

You or Blue\_Dog may terminate the Agreement at any time and for any reason by terminating your Blue\_Dog account or giving notice to the other party. We may suspend the Service to you at any time, with or without cause. If we terminate your account without cause, and your account is a paid account, we'll refund a prorated portion of your monthly prepayment or reimburse you for unused email credits. We won't refund or reimburse you in any other situation, including if your account is suspended or terminated for cause, like a breach or any violation of the Agreement. If your account is inactive for 24 or more months, we may terminate the account. Once your account is terminated, you acknowledge and agree that we may permanently delete your account and all the data associated with it, including your Client Campaigns. Usernames are unique and can only be used once. If your account has been terminated, the username will no longer be available for use on any future accounts and cannot be reclaimed.

### 4. Changes

We may change any of the Terms by posting revised Terms of Use on our Website and/or by notifying you of the new Terms by sending an email to the last email address you gave us or displaying prominent notice within the Service. Unless you terminate your account within 10 days, the new Terms will be effective immediately and apply to any continued or new use of the Service. We may change the Website, the Service, Add-ons, or any features of the Service at any time, and we may discontinue the Website, the Service, Add-ons, or any features of the Service at any time.

### 5. Account and Password

You're responsible for keeping your account name and password confidential. You're also responsible for any account that you have access to and any activity occurring in such account (other than activity that Blue\_Dog is directly responsible for that isn't performed in accordance with your instructions), whether or not you authorized that activity. You'll immediately notify us of any unauthorized access or use of your accounts. We're not responsible for any losses due to stolen or hacked passwords that are caused by or result from your negligence. We don't have access to your current password, and for security reasons, we may only provide you with instructions on how to reset your password. We have the right to update any of your contact information in your account for billing purposes. In addition, you represent and warrant that all information you provide to us when you establish an account, and when you access and use the Service, is and will remain complete and accurate.



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#### 6. Account Disputes

We don't know the inner workings of your organization or the nature of your personal relationships. You won't request access to or information about an account that's not yours, and you'll resolve any account-related disputes directly with the other party. We decide who owns an account based on the content in that account, and if multiple people or entities are identified in the content, then we'll rely on the contact and profile information listed for that account. In cases where differing contact and profile information is present, we'll require you to resolve the matter through proper channels outside of Blue\_Dog.

When a dispute is identified, we may suspend any account associated with the dispute, including disabling login and sending capabilities, to protect the security and privacy of the data held within the account.

#### PAYMENT

#### 7. Monthly Plans

When you sign up for a Monthly Plan, you agree to recurring billing. Billing occurs on the same day each month, based on the date that you started the Monthly Plan. Billing for Monthly Plans may be paused, and you may choose to close your account permanently at any time.

Our charges for Monthly Plans are posted on our Website and may be changed from time to time. If any part of a month is included in the Term, payment is then due for the full month. Payments are due for any month on the same or closest date to the day you made your first monthly payment (the "Pay Date"). If you go over your sending limit and reach another pricing level, then you'll have to pay at the higher level on or before the next Pay Date. If the Term ends before that payment is due, you'll still be required to make one payment at the higher level.

#### 8. Annual Plans

When you sign up for an Annual Plan, you agree to recurring billing. Billing occurs on the same day each year, based on the date that you started the Annual Plan. Billing for Annual Plans may be paused, and you may choose to close your account permanently at any time.

#### 9. Credit Cards

As long as you're a Member with a paid account or otherwise have an outstanding balance with us, you'll provide us with valid credit card information and authorize us to deduct the monthly charges against that credit card. You'll replace the information for any credit card that expires with information for a valid one. If your credit card is automatically replaced with a new card by a payment processor, you acknowledge and agree that we're authorized to deduct any charges on your account against the new credit card. Anyone using a credit card represents and warrants that they are authorized to use that credit card, and that any and all charges may be billed to that credit card and won't be rejected. If we're unable to process your credit card order, we'll try to contact you by email and suspend your account until your payment can be processed.

#### 10. Refunds

We'll give you a refund for a prepaid month if we stop providing the Service and terminate your account without cause. You won't be entitled to a refund from us under any other circumstances. We may, at our sole discretion, offer a refund if a Member requests one.

#### 11. Charges for Add-Ons

If you use an Add-on that has a charge, then you'll be billed that additional amount with each billing cycle for as long as the Add-on is active. If you use our software services to send bulk emails in violation of our Acceptable Use Policy, then we may charge you at the comparable Blue\_Dog pricing tier or terminate your account without prejudice.

#### 12. Billing Changes

We may change our fees at any time by posting a new pricing structure to our Website and/or sending you a notification by email. Quoted fees don't include sales or other transaction-based taxes of any kind.

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## RIGHTS

### 13. Proprietary Rights Owned by Us

You will respect our proprietary rights in the Website and the software used to provide the Service (proprietary rights include, but aren't limited to, patents, trademarks, service marks, trade secrets, copyrights, and other intellectual property). You may only use our brand assets according to our Brand Guidelines.

### 14. Proprietary Rights Owned by You

You represent and warrant that you either own or have permission to use all of the material, content, data, and information (including your personal information and the personal information of others) you submit to Blue\_Dog in the course of using the Service ("Content"). You retain ownership of the Content that you upload to the Service. We may use or disclose your Content (including any personal information therein) only as described in these Terms, our Privacy Policy and any Use of Cookies Statement, and, if applicable, our Data Processing Addendum.

### 15. Privacy Policy

Your privacy is important to us. Please read our Privacy Policy and Cookie Statement for information regarding how we collect, use, and disclose your Content and personal information and protect your privacy when you use the Service.

### 16. Right to Review Client Campaigns

We may view, copy, and internally distribute Content from your Client Campaigns and account to create algorithms and programs ("Tools") that help us spot problem accounts and improve the Service. We use these Tools to find Members who violate these Terms or laws and to study data internally to make the Service smarter and create better experiences for Members and their contacts.

## RULES AND ABUSE

### 17. General Rules

By agreeing to these Terms, you promise to follow these rules:

You won't send spam! We mean "spam" as it is defined on the Spamhaus website. You won't use purchased, rented, or third-party lists of email addresses. You'll comply with our Acceptable Use Policy, which forms part of these Terms. If you use our API, you'll comply with our API Use Policy, which forms part of these Terms.

Blue\_Dog doesn't allow accounts with the primary purpose of promoting or inciting harm toward others or the promotion of discriminatory, hateful, or harassing Content. To this end, we may suspend or terminate your account if you send a Campaign or otherwise distribute any Content that we determine, at our sole discretion, contains either of the following:

**A Threat of Physical Harm.** This means any statement, photograph, advertisement, or other Content that in our sole judgment could be reasonably perceived to threaten, advocate, or incite physical harm to or violence against others.

**Hateful Content.** This means any statement, image, photograph, advertisement, or other Content that in our sole judgment could be reasonably perceived to harm, threaten, promote the harassment of, promote the intimidation of, promote the abuse of, or promote discrimination against others based solely on race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, disease, or immigration status.

We also may suspend or terminate your account if we determine, in our sole discretion, that you are either:

an organization that has publicly stated or acknowledged that its goals, objectives, positions, or founding tenets include statements or principles that could be reasonably perceived to advocate, encourage, or sponsor Hateful Content or A Threat of Physical Harm;

a person that has publicly made a comment or statement, or otherwise publicly made known a position, including by membership in an organization as discussed above, that could be reasonably perceived as Hateful Content or A Threat of Physical Harm; or

a person or organization that has acted in such a way as could be reasonably perceived to support, condone, encourage, or represent Hateful Content or A Threat of Physical Harm.

If you violate any of these rules, then we may suspend or terminate your account.

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#### 18. Reporting Abuse

If you think anyone is violating any of these Terms, please notify us immediately. If you received spam you think came from a Blue\_Dog Member, please report it to our abuse team. (Every email Campaign sent through the Service has an embedded campaign tracking ID in the email header, making it easy to report suspected spam.) If you think anyone has posted material that violates any protected marks or copyrights, then you can notify us at the address provided in our Copyright Policy.

#### 19. Bandwidth Abuse/Throttling

You may only use our bandwidth for your Blue\_Dog Client Campaigns. We provide image and data hosting only for your Blue\_Dog Client Campaigns, so you may not host images on our servers for anything else (like a website). We may throttle your sending or connection through our API at our discretion.

#### 20. Compliance with Laws

You represent and warrant that your use of the Service will comply with all applicable laws and regulations. You're responsible for determining whether the Service is suitable for you to use in light of your obligations under any regulations like HIPAA, GLB, EU data privacy laws (including the General Data Protection Regulation) (collectively, "EU Data Privacy Laws"), United States export control laws and regulations and economic sanctions laws and regulations ("U.S. Export Control Laws and Regulations"), or other applicable laws. If you're subject to regulations (like HIPAA) and you use the Service, then we won't be liable if the Service doesn't meet those requirements. You may not use the Service for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, Children's Online Privacy Protection Act, or other laws that apply to commerce.

If you're located in the European Economic Area, the United Kingdom, or Switzerland (collectively, the "EEA") and/or distribute Client Campaigns or other Content through the Service to anyone located in the EEA (each such Member an "EEA Member") in creating your Campaign distribution list, sending Client Campaigns via the Service, and/or otherwise collecting information as a result of creating or sending Client Campaigns, you represent and warrant to Blue\_Dog that:

You will clearly post, maintain, and abide by a publicly accessible privacy notice on the digital properties from which the underlying data is collected that satisfies the requirements of applicable data protection laws, describes your use of the Service, and includes a link to Blue\_Dog's Privacy Policy.

You will get and maintain all necessary permissions and valid consents required to lawfully transfer data to Blue\_Dog and to enable such data to be lawfully collected, processed, and shared by Blue\_Dog for the purposes of providing the Service or as otherwise directed by you.

You will comply with all laws and regulations applicable to the Client Campaigns sent through the Service, including those relating to (a) acquiring consents (where required) to lawfully send Client Campaigns, (b) the Content of Client Campaigns, and (c) your Campaign deployment practices.

You will provide and obtain all notices and obtain all necessary consents required by applicable data protection laws to enable Blue\_Dog to deploy cookies and similar tracking technologies (like web beacons or pixels) lawfully on and collect data from the devices of contacts and end users of the Service in accordance with and as described in the Cookie Statement.

You will sign and return Blue\_Dog's Data Processing Addendum, which sets out your and Blue\_Dog's obligations with respect to data protections and security when processing personal information. Once signed, the Data Processing Addendum will form part of and be incorporated into the Agreement.

In addition, if you are an EEA Member, you acknowledge and agree that we have your prior written authorization to respond, at our discretion, to any data subject access requests we receive from your contacts made under EU Data Privacy Laws, or, alternatively, we may direct any such contacts to you so that you can respond to the request accordingly.

You agree to indemnify and hold us harmless from any losses, including all legal fees and expenses, that result from your breach of this Section 20.

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## 21. U.S. Export Controls

The software that supports the Service (the “Software”) is subject to U.S. Export Control Laws and Regulations. Export laws are set up by the government to keep certain goods and services from reaching other countries, usually because of security concerns or trade agreements. None of the Software may be downloaded or otherwise exported or re-exported in violation of U.S. Export Control Laws and Regulations and any other applicable export laws and regulations (collectively, “Export Control Laws”). Therefore, you agree that you won’t, directly or indirectly through a third party, allow the Software or your Client Campaigns to be accessed or generated from within, or distributed or sent to, any prohibited or embargoed country as mentioned in any Export Control Laws. In addition, you certify that neither you nor any principals, officers, directors, or any person or entity you know to be directly involved with the use of the Service is designated on any U.S. government list of prohibited or restricted persons.

It’s important to note that this Section 21 isn’t meant to provide a comprehensive summary of the Export Control Laws that govern Blue\_Dog, the Service, or the Software. You’re downloading and using the Software at your own risk, and it’s your responsibility to consult with a legal advisor to make sure your use of the Service and the Software complies with applicable laws.

## LIABILITY

### 22. Limitation of Liability

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of the Website and the Service, including any downloads from the Website. We and our Team won’t be liable for any indirect, punitive, special, or consequential damages under any circumstances, even if they’re based on negligence or we’ve been advised of the possibility of those damages. In any calendar month, our total liability to you arising under or in connection with the Agreement—whether in contract, tort (including negligence), breach of statutory duty, or otherwise—will be no more than what you paid us for the Service the preceding month.

In addition, for the avoidance of doubt, in no instance will we or our Team be liable for any losses or damages you suffer if you use the Service in violation of our Acceptable Use Policy, regardless of whether we terminate or suspend your account due to such violation.

### 23. No Warranties

To the maximum extent permitted by law, we provide the Website and the Service as-is. This means that, except as expressly stated in these Terms, we don’t provide warranties, conditions, or undertakings of any kind in relation to the Website and/or Service, either express or implied. This includes, but isn’t limited to, warranties of merchantability and fitness for a particular purpose, which are to the fullest extent permitted by law, excluded from the Agreement. Since Members use the Service for a variety of reasons, we can’t guarantee that it’ll meet your specific needs.

### 24. Indemnity

You agree to indemnify and hold us and our Team harmless from any losses, including legal fees and expenses that directly or indirectly result from any claims you make that aren’t allowed under these Terms due to a “Limitation of Liability” or other provision. (Indemnity is an agreement to compensate someone for a loss.) You also agree to indemnify and hold us harmless from any losses, including legal fees and expenses, that directly or indirectly result from (a) your Content, (b) your use of the Service, (c) your violation of any laws or regulations, (d) third-party claims that you or someone using your password did something that, if true, would violate any of these Terms, (e) any misrepresentations made by you, or (f) a breach of any representations or warranties you’ve made to us.

### 25. Legal Fees and Expenses

If we file an action against you claiming you breached these Terms and we prevail, we’re entitled to recover all reasonable legal fees, expenses, and any damages or other relief we may be awarded.

### 26. Equitable Relief

If you violate these Terms, then we may seek injunctive relief (meaning we may request a court order to stop you) or other equitable relief.

### 27. Subpoena Fees

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If we have to provide information in response to a subpoena, court order, or other legal, governmental, or regulatory inquiry related to your account, then we may charge you for our costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

#### 28. Disclaimers

We and our Team aren't responsible for the behavior of any third parties, linked websites, or other Members.

#### FINE PRINT

#### 29. Notice to U.S. Government End Users

The Software and Website, including all documentation, are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, and consist of "Commercial Computer Software" and "Commercial Computer Software Documentation." The Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. government end users:

only as Commercial Items, with the same rights as all other end users, and according to the Terms.

Published and unpublished rights are reserved under the copyright laws of the United States. The manufacturer is Blue Dog Inc / Blue Dog CSL, 10936 Pebble Run Dr, Silver Spring, Maryland 20902.

#### 30. Assignments

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

#### 31. Choice of Law

The State of Maryland's laws, except for conflict of laws rules, will apply to any dispute related to the Agreement or the Service. Any dispute related to the Agreement or the Service itself will be decided by the state and federal courts in Montgomery County, Maryland, and each party will be subject to the jurisdiction of those courts.

#### 32. Force Majeure

We won't be held liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of god, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers, or third-party internet service providers.

#### 33. Survivability

Even if this Agreement is terminated, the following sections will continue to apply: Proprietary Rights Owned by Us, Proprietary Rights Owned by You, Compliance with Laws, Limitation of Liability, No Warranties, Indemnity, Choice of Law, Severability, and Entire Agreement.

#### 34. Severability

If it turns out that a section of these Terms isn't enforceable, then that section will be removed or edited as little as required, and the rest of the Agreement will still be valid.

#### 35. Interpretation

The headers and sidebar text are provided only to make these Terms easier to read and understand. The fact that we wrote these Terms won't affect the way the Agreement is interpreted.

#### 36. Amendments and Waiver

Amendments or changes to the Agreement won't be effective until we post revised Terms on the Website. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under the Terms, and we may still take action at some point.

#### 37. No Changes in Terms at Request of Member

Because we have so many Members, we can't change these Terms for any one Member or group.

#### 38. Further Actions

You'll provide all documents and take any actions necessary to meet your obligations under these Terms.

#### 39. Notification of Security Breach

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In the event of a security breach that may affect you or anyone on your Campaign distribution lists (each a "List"), we'll notify you of the breach once we have determined, in our discretion, that it occurred and will provide a description of what happened. If we determine, and notify you, that you need to forward all or part of that information to anyone on your Lists, you'll promptly do so.

#### 40. Notices

Any notice to you will be effective when we send it to the last email or physical address you gave us or when posted on our Website. Any notice to us will be effective when delivered to us along with a copy to our legal counsel: Attn. Legal Department at the corporate address stated, or any addresses as we may later post on the Website.

#### 41. Entire Agreement

The Agreement and any Additional Terms you've agreed to by enabling any Add-ons make up the entire agreement between us in relation to its subject matter and supersede all prior agreements, representations, and understandings. Any Additional Terms will be considered incorporated into the Agreement when you activate the corresponding Add-on.

Where there's a conflict between these Terms and the Additional Terms, the Additional Terms will control to the extent of the conflict.

#### 42. Non-Disclosure

Bluedog agrees that any information received by us in carrying out our duties and services under this agreement, which concern marketing, financial, or other business affairs of the client, will be treated in full confidence and not revealed to any other persons or organizations. Bluedog shall indemnify, defend and hold client harmless against any claims brought against the client to the extent Bluedog infringed any 3rd party trademark, copyright, or patent in the US. Client agrees to defend and hold Bluedog harmless against any claims brought to the extents those claims are based upon allegations that the client infringed others' intellectual property rights or breached any client agreements.

#### 43. Hiring of Subject Matter Experts

With regard to supporting your firm on an on-going basis, please execute this agreement so Bluedog may provide recurring content/subject matter expertise and other consulting services.

Consulting Services, Software Usage - Client is retaining Bluedog to perform proposal development and management, technical writing, and other consulting services. Bluedog will collaborate with the officers, staff, and other consultants of the client. Our staff will provide writing, editing, other technical development, subject-matter expertise, and other consulting as requested via email. Client is entitled to up to the number of users of Workbench "Always on the Job!" online collaboration tool for the duration of the engagement as agreed. Client agrees to not share logins or passwords; one account per real human user. Client will be responsible for treble the cost per user should this clause be violated.

Reserved Time Devoted by Consultant - The client is reserving a block of hours per the period for Bluedog to undertake duties under this agreement, paid at the start of the period. The amount of time may vary from week to week. Client will email Bluedog with work requests which will be tracked in Bluedog's online collaboration tool. Excess unused hours will expire at the end of the engagement.

Compensation - Bluedog will be paid at a rate shown at the time of purchase for the Reserved Time Devoted by Bluedog. Bluedog will log the running total of hours utilized. All pre-approved hours in excess of the Reserved Time must be paid for in advance. Any pre-approved travel or other direct costs will be itemized separately. Payment to be made via PayPal only upon selection of a product or service, to cover the upcoming period, due at the start of the period.

Location of Services Rendered - Bluedog will perform service at a location of our discretion, unsupervised by the client. Bluedog will perform services on the telephone, internet, or at other such venue or places as necessary, remotely.

Independent Contractor - The Client and Bluedog agree that Bluedog staff are and will continue to act as independent contractors in the performance of our duties under this agreement. Accordingly, Bluedog is responsible for all applicable taxes or other general/administrative costs arising from our activities. Neither Bluedog nor client will, without the prior written consent of both parties, either directly or indirectly, on their own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by Bluedog or the client.

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Bluedog may engage other consultants; the cost of these consultants will be treated as a direct cost to the client where appropriate with pre-approval.

Annex

1. Definitions

"Affiliate" means an entity that directly or indirectly Controls, is Controlled by or is under common Control with an entity.

"Agreement" means Blue\_Dog's Terms of Use, which govern the provision of the Services to Customer, as such terms may be updated by Blue\_Dog from time to time.

"Control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "Controlled" shall be construed accordingly.

"Customer Data" means any Personal Data that Blue\_Dog processes on behalf of Customer as a Data Processor in the course of providing Services, as more particularly described in this DPA.

"Data Protection Laws" means all data protection and privacy laws applicable to the processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law.

"Data Controller" means an entity that determines the purposes and means of the processing of Personal Data.

"Data Processor" means an entity that processes Personal Data on behalf of a Data Controller.

"EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data ("Directive") and on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); and (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector and applicable national implementations of it (as may be amended, superseded or replaced).

"EEA" means, for the purposes of this DPA, the European Economic Area, United Kingdom and Switzerland.

"Group" means any and all Affiliates that are part of an entity's corporate group.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Privacy Shield" means the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield Framework self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of 12 July 2016 and by the Swiss Federal Council on January 11, 2017 respectively.

"Privacy Shield Principles" means the Privacy Shield Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision C(2016)4176 of 12 July 2016 (as may be amended, superseded or replaced).

"Processing" has the meaning given to it in the GDPR and "process", "processes" and "processed" shall be interpreted accordingly.

"Security Incident" means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data.

"Services" means any product or service provided by Blue\_Dog to Customer pursuant to the Agreement.

"Sub-processor" means any Data Processor engaged by Blue\_Dog or its Affiliates to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Sub-processors may include third parties or members of the Blue\_Dog Group.

2. Relationship with the Agreement

2.1 The parties agree that DPA shall replace any existing DPA the parties may have previously entered into in connection with the Services.

2.2 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

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2.3 Any claims brought under or in connection with this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

2.4 Any claims against Blue\_Dog or its Affiliates under this DPA shall be brought solely against the entity that is a party to the Agreement. In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise. Customer further agrees that any regulatory penalties incurred by Blue\_Dog in relation to the Customer Data that arise as a result of, or in connection with, Customer's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce Blue\_Dog's liability under the Agreement as if it were liability to the Customer under the Agreement.

2.5 No one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.

2.6 This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

### 3. Scope and Applicability of this DPA

3.1 This DPA applies where and only to the extent that Blue\_Dog processes Customer Data that originates from the EEA and/or that is otherwise subject to EU Data Protection Law on behalf of Customer as Data Processor in the course of providing Services pursuant to the Agreement.

3.2 Part A (being Section 4 – 8 (inclusive) of this DPA, as well as Annexes A and B of this DPA) shall apply to the processing of Customer Data within the scope of this DPA from the Effective Date.

3.3 Part B (being Sections 9-12 (inclusive) of this DPA) shall apply to the processing of Customer Data within the scope of the DPA from and including 25th May 2018. For the avoidance of doubt, Part B shall apply in addition to, and not in substitution for, the terms in Part A.

#### Part A: General Data Protection Obligations

### 4. Roles and Scope of Processing

4.1 Role of the Parties. As between Blue\_Dog and Customer, Customer is the Data Controller of Customer Data, and Blue\_Dog shall process Customer Data only as a Data Processor acting on behalf of Customer.

4.2. Customer Processing of Customer Data. Customer agrees that (i) it shall comply with its obligations as a Data Controller under Data Protection Laws in respect of its processing of Customer Data and any processing instructions it issues to Blue\_Dog; and (ii) it has provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws for Blue\_Dog to process Customer Data and provide the Services pursuant to the Agreement and this DPA.

4.3 Blue\_Dog Processing of Customer Data. Blue\_Dog shall process Customer Data only for the purposes described in this DPA and only in accordance with Customer's documented lawful instructions. The parties agree that this DPA and the Agreement set out the Customer's complete and final instructions to Blue\_Dog in relation to the processing of Customer Data and processing outside the scope of these instructions (if any) shall require prior written agreement between Customer and Blue\_Dog.

#### 4.4 Details of Data Processing

(a) Subject matter: The subject matter of the data processing under this DPA is the Customer Data.

(b) Duration: As between Blue\_Dog and Customer, the duration of the data processing under this DPA is until the termination of the Agreement in accordance with its terms.

(c) Purpose: The purpose of the data processing under this DPA is the provision of the Services to the Customer and the performance of Blue\_Dog's obligations under the Agreement (including this DPA) or as otherwise agreed by the parties.

(d) Nature of the processing: Blue\_Dog provides an email service, automation and marketing platform and other related services, as described in the Agreement.

(e) Categories of data subjects: Any individual accessing and/or using the Services through the Customer's account ("Users"); and any individual: (i) whose email address is included in the Customer's Distribution List; (ii) whose information is stored on or collected via the Services, or (iii) to whom Users send emails or otherwise engage or communicate with via the Services (collectively, "Subscribers").



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(f) Types of Customer Data:

(i) Customer and Users: identification and contact data (name, address, title, contact details, username); financial information (credit card details, account details, payment information); employment details (employer, job title, geographic location, area of responsibility);

(ii) Subscribers: identification and contact data (name, date of birth, gender, general, occupation or other demographic information, address, title, contact details, including email address), personal interests or preferences (including purchase history, marketing preferences and publically available social media profile information); IT information (IP addresses, usage data, cookies data, online navigation data, location data, browser data); financial information (credit card details, account details, payment information).

4.5 Notwithstanding anything to the contrary in the Agreement (including this DPA), Customer acknowledges that Blue\_Dog shall have a right to use and disclose data relating to the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development and sales and marketing. To the extent any such data is considered Personal Data under Data Protection Laws, Blue\_Dog is the Data Controller of such data and accordingly shall process such data in accordance with the Blue\_Dog Privacy Policy and Data Protection Laws.

4.6 Tracking Technologies. Customer acknowledges that in connection with the performance of the Services, Blue\_Dog may employ the use of cookies, unique identifiers, web beacons and similar tracking technologies ("Tracking Technologies"). Customer shall maintain appropriate notice, consent, opt-in and opt-out mechanisms as are required by Data Protection Laws to enable Blue\_Dog to deploy Tracking Technologies lawfully on, and collect data from, the devices of Subscribers (defined below) in accordance with and as described in the Blue\_Dog Cookie Statement.

## 5. Subprocessing

5.1 Authorized Sub-processors. Customer agrees that Blue\_Dog may engage Sub-processors to process Customer Data on Customer's behalf. The Sub-processors currently engaged by Blue\_Dog and authorized by Customer are listed in Annex A.

5.2 Sub-processor Obligations. Blue\_Dog shall: (i) enter into a written agreement with the Sub-processor imposing data protection terms that require the Sub-processor to protect the Customer Data to the standard required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Blue\_Dog to breach any of its obligations under this DPA.

## 6. Security

6.1 Security Measures. Blue\_Dog shall implement and maintain appropriate technical and organizational security measures to protect Customer Data from Security Incidents and to preserve the security and confidentiality of the Customer Data, in accordance with Blue\_Dog's security standards described under Security Measures.

6.2 Updates to Security Measures. The customer is responsible for reviewing the information made available by Blue\_Dog relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Data Protection Laws. Customer acknowledges that the Security Measures are subject to technical progress and development and that Blue\_Dog may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Customer.

6.3 Customer Responsibilities. Notwithstanding the above, Customer agrees that except as provided by this DPA, Customer is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Customer Data when in transit to and from the Services and taking any appropriate steps to securely encrypt or backup any Customer Data uploaded to the Services.

## 7. Security Reports and Audits

7.1 Customer acknowledges that Blue\_Dog may be regularly audited against SSAE 16 and PCI standards by independent third party auditors and internal auditors, respectively. Upon request, Blue\_Dog shall supply (on a confidential basis) a summary copy of its audit report(s) ("Report") to Customer, so that Customer can verify Blue\_Dog's compliance with the audit standards against which it has been assessed, and this DPA.

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7.2 Blue\_Dog shall also provide written responses (on a confidential basis) to all reasonable requests for information made by Customer, including responses to information security and audit questionnaires that are necessary to confirm Blue\_Dog's compliance with this DPA, provided that Customer shall not exercise this right more than once per year.

## 8. International Transfers

8.1 Data center locations. Blue\_Dog may transfer and process Customer Data anywhere in the world where Blue\_Dog, its Affiliates or its Sub-processors maintain data processing operations. Blue\_Dog shall at all times provide an adequate level of protection for the Customer Data processed, in accordance with the requirements of Data Protection Laws.

8.2 Privacy Shield. To the extent that Blue\_Dog processes any Customer Data protected by EU Data Protection Law under the Agreement and/or that originates from the EEA, in a country that has not been designated by the European Commission or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for Personal Data, the parties acknowledge that Blue\_Dog shall be deemed to provide adequate protection (within the meaning of EU Data Protection Law) for any such Customer Data by virtue of having self-certified its compliance with Privacy Shield. Blue\_Dog agrees to protect such Personal Data in accordance with the requirements of the Privacy Shield Principles. If Blue\_Dog is unable to comply with this requirement, Blue\_Dog shall inform Customer.

8.3 Alternative Transfer Mechanism. The parties agree that the data export solution identified in Section 8.2 shall not apply if and to the extent that Blue\_Dog adopts an alternative data export solution for the lawful transfer of Personal Data (as recognized under EU Data Protection Laws) outside of the EEA ("Alternative Transfer Mechanism"), in which event, the Alternative Transfer Mechanism shall apply instead (but only to the extent such Alternative Transfer Mechanism extends to the territories to which Personal Data is transferred).

## Part B: GDPR Obligations from 25 May 2018

### 9. Additional Security

9.1 Confidentiality of processing. Blue\_Dog shall ensure that any person who is authorized by Blue\_Dog to process Customer Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

9.2 Security Incident Response. Upon becoming aware of a Security Incident, Blue\_Dog shall notify Customer without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer.

### 10. Changes to Sub-processors

10.1 Blue\_Dog shall (i) provide an up-to-date list of the Sub-processors it has appointed upon written request from Customer; and (ii) notify Customer (for which email shall suffice) if it adds or removes Sub-processors at least 10 days prior to any such changes.

10.2 Customer may object in writing to Blue\_Dog's appointment of a new Sub-processor within five (5) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties shall discuss such concerns in good faith with a view to achieving resolution. If this is not possible, Customer may suspend or terminate the Agreement (without prejudice to any fees incurred by Customer prior to suspension or termination).

### 11. Return or Deletion of Data

11.1 Upon termination or expiration of the Agreement, Blue\_Dog shall (at Customer's election) delete or return to Customer all Customer Data (including copies) in its possession or control, save that this requirement shall not apply to the extent Blue\_Dog is required by applicable law to retain some or all of the Customer Data, or to Customer Data it has archived on back-up systems, which Customer Data Blue\_Dog shall securely isolate and protect from any further processing, except to the extent required by applicable law.

### 12. Cooperation

12.1 The Services provide Customer with a number of controls that Customer may use to retrieve, correct, delete or restrict Customer Data, which Customer may use to assist it in connection with its obligations under the GDPR, including its obligations relating to responding to requests from data subjects or applicable data protection authorities. To the extent that Customer is unable to independently access the relevant Customer Data within the Services,

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Blue\_Dog shall (at Customer's expense) provide reasonable cooperation to assist Customer to respond to any requests from individuals or applicable data protection authorities relating to the processing of Personal Data under the Agreement. In the event that any such request is made directly to Blue\_Dog, Blue\_Dog shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If Blue\_Dog is required to respond to such a request, Blue\_Dog shall promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

12.2 If a law enforcement agency sends Blue\_Dog a demand for Customer Data (for example, through a subpoena or court order), Blue\_Dog shall attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, Blue\_Dog may provide Customer's basic contact information to the law enforcement agency. If compelled to disclose Customer Data to a law enforcement agency, then Blue\_Dog shall give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Blue\_Dog is legally prohibited from doing so.

12.3 To the extent Blue\_Dog is required under EU Data Protection Law, Blue\_Dog shall (at Customer's expense) provide reasonably requested information regarding the Services to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

Well-done, you have reached the end. Thanks for taking the time to learn about Blue\_Dog's privacy and other policies, terms and conditions.

—

BlueDog Inc. has NOT been served a warrant as of Thursday, July 14, 2021 05:27AM EST  
Secret subpoenas, such as those covered under 18 U.S.C. §2709(c) of the USA Patriot Act, provide criminal penalties for disclosing the existence of the warrant to any third party, including the service provider's users. A warrant canary may be posted by the provider to inform users of dates that they have not been served a secret subpoena. If the canary is not updated for the time period specified by the host or if the warning is removed, users are to assume that the host has been served with such a subpoena.