Braze Acceptable Use Policy

Last Updated: March 23, 2023
Effective Date: March 30, 2023

At Braze, our goal is to forge human connections between consumers and the brands they love through relevant and memorable experiences. Our customers rely on us to keep the Braze Services running without disruption and to provide guidance on legal requirements and industry best practices. This Acceptable Use Policy ("**AUP**") sets forth how the Braze Services must be used, and more importantly, what constitutes misuse of the Braze Services, either because the activity violates applicable law, or because it poses a risk to the Braze Services or to other Braze customers. Terms used herein without definition are defined in the subscription agreement ("**Agreement**") in place between Braze (or a Braze Reseller) and its customers.

Updates to the AUP: Customers can subscribe to receive notification of updates to this AUP by clicking the "**Subscribe for AUP Updates**" button on this webpage (https://www.braze.com/company/legal/aup).

AUP violations: A violation of this AUP shall be deemed a breach of the Agreement.

DIGITAL MESSAGING POLICY

Digital Messaging includes the sending of Email Messages, SMS/MMS Messages, and any other electronic Messages sent outside a Customer Application. All digital Messages sent via the Braze Services must comply with applicable laws and regulations and applicable Third-Party Provider terms of use. In addition, some sending practices may not violate law but are likely to cause deliverability issues.

Significant deliverability issues and/or third-party complaints or blocklistings (including from recipients, from inbox providers, or from organizations that monitor spam and related cyber threats, such as Spamhaus) can harm a customer's and Braze's reputation, can prevent customers from being able to send digital messages, and are likely to threaten the security, stability, integrity or availability of the Braze Services.

CUSTOMERS MUST SEND DIGITAL MESSAGES THROUGH THE BRAZE SERVICES IN COMPLIANCE WITH THIS DIGITAL MESSAGING POLICY. NON-COMPLIANCE BY CUSTOMERS MAY RESULT IN BRAZE'S REFUSAL TO SEND DIGITAL MESSAGES, OR SUSPENSION AND/OR TERMINATION OF A CUSTOMER'S ACCOUNT.

- Customer shall not: (i) use the Braze Services to send digital Messages that result in excessive spam or similar complaints, bounces, or blocklistings (even if the messages themselves are not actually spam), or (ii) employ sending practices that negatively impact the Braze Services or other customers of the Braze Services.
- Customers shall not use the Braze Services to send unsolicited digital Messages. You must have evidence of consent for any commercial or marketing Messages sent through the Braze Services.
- Customers are responsible for ensuring the hygiene of their digital Messages sending lists, and for regularly updating and suppressing unengaged recipients based on lack of recipient activity in connection with such digital Messages.
- Customer shall not use the Braze Services to send digital Messages:
    - to recipients who have not opted-in to the receipt of such digital Messages or who have withdrawn prior consent;
    - to (i) purchased, appended or rented lists, (ii) email addresses or phone numbers programmatically generated or scraped from the internet, (iii) role-based or non-specific

addresses (e.g., webmaster@domain.com or info@domain.com), or (iv) lists generated through co-registration programs;

- that are excessive in number and/or intended to harass recipients;
- that (i) disguise the origin or subject matter of the message, (ii) are misleading or inaccurate, or (iii) falsify or manipulate the sender's address, subject line, header, or transmission path information for any message; or
- that contain links to phishing sites or other fraudulent or malicious content.

- All digital Messages sent through the Braze Services must:
  - when such digital Message consists of email, include a working unsubscribe mechanism that complies with applicable law. The unsubscribe mechanism must not require a login or other additional entry, such as retyping an email address. All unsubscribe or other opt out requests must be honored as soon as is feasible but no later than five (5) business days from receipt of the request (or sooner if required by law); and
  - where required by applicable law, contain the postal mailing address of the sender.
- Customer must have a publicly-available privacy policy for all active sending domains that complies with applicable laws and Third-Party Provider terms of use.

SMS/MMS Messages. In addition to the above, when sending SMS/MMS Messages, Customers must comply with the SMS/MMS Providers' applicable acceptable use and messaging policies (including without limitation, those of Twilio and Infobip), applicable industry standards and guidelines, including the CTIA Messaging Principles and Best Practices and applicable carrier (*e.g.,* AT&T, T-Mobile, etc.) guidelines and/or codes of conduct; and where applicable, the CTIA Short Code Monitoring Handbook, US Short Code Registry Best Practices, and Short Code Registry Acceptable Use Policy, and terms and conditions applicable to obtaining a short code, including iConnectiv, LLC (the short code registry service provider) Registrant Sublicense Agreement, and Canadian Common Short Codes Code of Conduct, including any other applicable carrier guidelines (as the same may be amended from time to time) for any country where customer intends to send SMS/MMS Messages, each as amended from time to time.

PROHIBITED CONTENT

- Customer may not upload, store, or submit to the Braze Services, or otherwise transmit via the Braze Services, any malware or other material that: (i) is reasonably likely to be tortious, libelous, deceptive, fraudulent, infringing, harassing, harmful, obscene, abusive, or hateful; or (ii) promotes, encourages, or abets behavior that is reasonably likely to be tortious, libelous, deceptive, fraudulent, infringing, harassing, harmful, obscene, abusive, or hateful.
- Customer may not use the Braze Services to establish an individual's eligibility for credit, employment or insurance.
- Customer may not submit to the Braze Services or use the Braze Services to collect, store, or process content related to any of the following:
  - sale of firearms or ammunition;
  - credit repair;
  - affiliate marketing;
  - email list brokering or exchange;
  - pyramid schemes, or multi-level marketing opportunities;

- promoting or offering payday loans, payday advances, or other loan products offered under usurious terms; or
- pornography or sexually explicit content.

PROHIBITED ACTIVITIES

Customers shall not take actions that are designed to or are reasonably likely to threaten the security, stability, integrity, or availability of the Braze Services. Examples of such prohibited activities include:

- overwhelming or attempting to overwhelm the Braze infrastructure by imposing an unreasonably large load on the Braze Services that consumes extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
  - using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to the Braze Services than a human could reasonably send in the same period of time by using a normal browser;
  - going beyond the use parameters for any given product or feature, as described in the Documentation; or
  - consuming an unreasonable amount of storage for music, videos, or any other materials, etc., in a way that is unrelated to the purposes for which the Braze Services were designed.
- attempting to probe, scan or test the vulnerability of the Braze Services, or to breach security or authentication measures;
- accessing or searching any part of the Braze Services by any means other than our publicly-supported interfaces (for example, “scraping”);
- attempting to interfere with, disrupt or disable service to any part of the Braze Services, including, without limitation, via means of overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing;"
- attempting to gain access to products or services for which Customer has not paid, or circumventing any method of measuring or billing for the Braze Services;
- tampering with, disabling, or reverse-engineering (except where expressly permitted by law) the Braze Services; or
- using the Braze Services in connection with a Third-Party Provider service in violation of any applicable terms of use of such Third-Party Provider.