



CONVIO ACCEPTABLE USE POLICY (v2007.2)

1. General. This Acceptable Use Policy ("AUP") addresses requirements applicable to Client's use of the Convio Application Services. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Terms of Use.
2. Appropriate Use. Client may only use the Application Services for lawful purposes. Customer may not use the Application Services in connection with any (a) infringement or misappropriation of any copyright, trademark, patent, trade secret or other intellectual property rights; (b) defamation, libel, slander, obscenity or violation of the rights of privacy or publicity; (c) promotion of violence, hatred, or racial or religious intolerance; or (d) any other offensive, harassing or illegal conduct. Convio will cooperate with law enforcement and other authorities in investigating claims of illegal activity or suspected illegal activity, including, but not limited to, illegal transfer or publication of copyrighted material.
3. Responsibility for Content. Client understands and agrees that, for the purposes of applicable law, Convio is an interactive Internet computer service, and Client is an information content provider. Client accepts sole responsibility for information and content stored or transmitted by the Application Services on behalf of Client or its end users ("Client Content"), whether published on the on the World Wide Web or distributed via emails sent by Client or Client's end users using the Application Services. If Client acquires content from third-parties for republication to its audience via email, RSS or webpages, Client is solely responsible for ensuring it complies with any licensing requirements associated with such content. Client acknowledges that Convio exercises no control over the information passing through the Convio system, and that Convio assumes no responsibility for Client Content.
4. Prevention of Malware. Client will make commercially reasonable efforts to ensure that Client Content does not contain malicious software ("Malware"), for example, computer viruses, "Trojan horse" software, or logic bombs, which might cause damage to Convio or third-party computer systems or otherwise make modifications to those systems not authorized by their owners.
5. Privacy Policy. Client shall use the tools provided by the Application Services to conspicuously post a copy of its privacy policy (or a hyperlink to it) on every Convio webpage where Client requests information about individuals. Client's privacy policy shall describe the types of personal information Client collects, how client uses such information, whether such information is shared with third parties, and how any third parties use shared information. Client is solely responsible for ensuring that its privacy policy complies with all relevant legal requirements associated with its audience.
6. Personal Information. Client shall not use Convio Application Services to:
 - (a) collect, or attempt to collect, personal information about third parties without their knowledge or consent;
 - (b) collect or store account numbers from credit cards, debit cards, bank accounts or other financial systems (except through the use of the functionality explicitly designated by Convio for such transaction processing within the Application Services);
 - (c) collect or store U.S. Social Security Numbers or other personal identification numbers issued by other governments;
 - (d) collect, store or otherwise handle personal information in violation of any applicable law, including without limitation the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Children's Online Privacy Protection Act of 1998 ("COPPA"), or the EU Data Protection Directive 95/46 and implementing legislation;
 - (e) collect, store or transmit Personal Health Information ("PHI") as defined by HIPAA if Client is a Covered Entity as defined by HIPAA; or
 - (f) collect, store or otherwise handle personal information in violation of Client's privacy policy.

7. Email Marketing.

7.1 Permission-based Email. Client will ensure that all email addresses that are added to its Convio database and marked to receive email are those of individuals who have consented to receive email from the Client. Such consent may be obtained online, by phone, or on paper forms. At the point of email address collection, Client shall ensure that the nature of the email end users will receive is described and the brand(s) under which Client will send email are identified.

7.2. Explicit Opt-In. When email addresses are collected by the Application Services in the course of processing any transaction (e.g., an online donation), the screen must include a clear and conspicuous option allowing the user to decide whether or not to opt in for email.

7.3. Email Addresses Acquired from Third Parties. Unless the owner of an email address has explicitly consented to receive email communications from Client, third-party email lists, or email addresses obtained from data appending services are not considered permission-based and therefore not permitted to be used with the Application Services. If Client wishes to send email to addresses acquired by third parties, Client agrees to have the third-party list owner send the email under its own brand from its own mail system, inviting its subscribers to register for Client's email via normal opt-in methods.

7.4. Transfer of Email Addresses. If Client extracts email addresses from the Convio database to deliver to third parties, Client must do so in a manner congruent with the consent obtained from those individuals and Client's privacy policy.

7.5. Unsubscribe Tool. All email sent using the Application Services must include a link to the email preferences and unsubscribe tool located at the URL "/site/CO" on Client's Convio-powered site. This link will be generated by the Convio Application Service to enable it to automatically recognize individuals who click on it.

7.6. Manual Unsubscribe. Client will designate an email address to be used to deliver unsubscribe requests for manual processing in the event that automated recognition using the unsubscribe link fails. Client will promptly respond to complaints about unsolicited mail from individuals by removing such individuals from its database or setting Accepts Email to "No" in its database.

7.7. Unsubscribe Propagation. If Client uses a third-party email marketing service in addition to Convio's email marketing service in circumstances where recipients of the email will consider email from both systems to be from the same brand, Client must ensure that unsubscribe requests made against one system are propagated into the other within 5 business days.

7.8 Sender Identity and Reply Handling. Client must include its brand identity and a valid physical address or postal address for the sender in email sent using the Application Services. Client must provide a valid "From:" address for all emails sent using the Application Services, and ensure that any subscriber responding to that address will receive a timely response. Client must create and maintain the standard role email accounts abuse@sender.tld and postmaster@sender.tld for all of its domains to facilitate handling complaints, and register such addresses with abuse.net.

7.9 Undeliverable Addresses. Records in Client's database which contain an undeliverable email address will be automatically marked not to receive further email by the Convio system. Criteria for determining when an email address is marked undeliverable are based on Internet email standards and major ISP requirements and are at the sole discretion of Convio. Client may not reset or reload these records or take other actions to circumvent Convio's procedures for marking addresses as undeliverable.

7.10. Categories. Client may elect to designate outbound email into various categories, and allow users to subscribe to or unsubscribe from individual categories. If categories are used:

- (a) Client must ensure that all email messages are accurately categorized; and
- (b) Client may promote to constituents the option to unsubscribe only from a single category of email, provided Client also offers constituents the option to completely unsubscribe from all Client email on the same screen.

7.11 Unacceptable Email Practices. Client must not send unsolicited commercial email messages using the Application Services. Client must not obtain email addresses by harvesting addresses from websites or offline directories, or by auto-generating addresses. Client must not send email communications that contain materially misleading or falsified information about the sender, subject or content of a message

8. System and Network Security. Convio strictly prohibits the use of the Application Services to violate the security of Convio's system or network or any other system or network, including, without limitation, unauthorized access (often known as "hacking") to, monitoring of, probing, or interference with, computers or networks, distribution of Malware, interfering with services, such as through denial of service attacks, load or stress testing, or other activities which are destructive of or intentionally place abnormal demands on the Convio Application Services. Client may not through action or inaction permit others to use its systems for illegal activities or to violate the terms of this AUP.

9. Restrictions on Use of Application Services.

9.1 Hosting. Convio is not a general internet hosting provider. Web hosting facilities ("Hosting Facilities") included with the Application Services are provided solely to facilitate use of the Application Services. Use of the Hosting Facilities for bandwidth-intensive secondary purposes including, but not limited to podcasting and video streaming, is not permitted. In the event that Convio identifies a bandwidth-intensive use by Client, in Convio's sole discretion, Convio may require Client to discontinue such usage and move bandwidth-intensive materials to a third-party hosting provider. Convio does not host software, including server-side scripting, originated by Client or third parties.

9.2 Purpose of License. Use of functionality within a particular Application Service and activities using such Application Service must substantially conform to the general nature and intended purpose for which such Application Service is licensed. By way of example, if Client purchases Convio TeamRaiser, use of Convio Email Campaigns and other included modules must be for purposes directly related to the TeamRaiser events. Notwithstanding the foregoing, occasional, incidental use of such Application Services for other purposes shall not result in a breach of the foregoing restrictions.

9.3 Automation. If Client allows automated software ("Automation") to make use of the Application Services, whether via an Application Programming Interface ("API") or Web Service ("WS") designated for such purpose by Convio or otherwise, such use is subject to the following restrictions:

- (a) Convio will provide, in its sole judgment, reasonable documentation, technical support and other resources to enable adequately skilled practitioners to make use of specific APIs or WSEs. Convio is not responsible for any costs incurred by Client in implementing and maintaining Automation.
- (b) Availability of the Application Services via Automation is subject to the Convio Production Systems Availability Service Level Agreement
- (c) Convio retains all rights in Convio Intellectual Property, including, without limitation, code examples, specifications, documentation and other materials provided to facilitate Client's implementation of Automation.
- (d) Client agrees to comply with any restrictions which Convio may, in its sole judgment, reasonably place on the quantity and nature of any usage of the Application Services by Client's Automation.

10. Enforcement of AUP. Convio, in its sole discretion, will determine on a case-by-case basis reasonable action to be taken in response to violations of this AUP. Client shall cooperate with Convio in investigating complaints about potential violations and in taking any corrective action that Convio deems

necessary to correct an impermissible use of the Application Services by Client or Client's end users. Corrective actions may include, but are not limited to:

10.1 For Application Service Use.

- (a) suspending access to part or all of the Application Services;
- (b) restricting or suspending access to APIs or Web Services by Client's Automation; and
- (c) terminating the Agreement for breach pursuant to Section 7 of the Terms of Use if any violation hereof is not cured within 30 days written notice thereof.

10.2 For Client Content.

- (a) removing any Content from the Application Services that Convio determines, at its reasonable discretion, may be illegal, tortious, or infringing on the rights of a third party ("Suspect Content"). In the event that Convio intends to remove Suspect Content from the Application Services, Convio shall provide written notice to Client indicating Convio's basis for classifying the Client Content as Suspect Content and its basis for engaging in any such removal actions. Client may either (i) concur that removal is warranted and make the required changes or (ii) notify Convio that it intends to contest the removal request and agrees to indemnify Convio against any third party claims related to the Suspect Content. Convio may remove the Suspect Content itself in the event that Client fails to respond to Convio's notice of intent to remove within two (2) business days.

10.3 For Email Marketing.

- (a) cooperating with an audit of Client's list building practices to identify potential sources of individuals that have not affirmatively consented to receive email communications from Client;
- (b) remedying gaps in Client's list building practices to ensure they are permission-based;
- (c) removing one or more email addresses permanently from Client's database; and
- (d) sending Client's email from a server offering fewer delivery assurance benefits (e.g., a server that is not covered by Convio's whitelist status at major ISPs or other commercial whitelist providers).