

Blackbaud Europe Ltd.

Local Terms

For purchases between Blackbaud Europe Ltd. and clients based in the European Union, the following terms shall apply in addition to those set forth in the Blackbaud Solutions Agreement:

1. References to Blackbaud include (i) Blackbaud Europe Ltd., which has offices at Blue Fin Building, 110 Southwark St, London, SE1 0TA ENGLAND and Giving.com Ltd (“JustGiving”).
2. All references to financial amounts shall use Pound Sterling (GBP).
3. System requirements are available at: <https://www.blackbaud.co.uk/systemrequirements>.
4. The Mutual Representations and Warranties clause is expanded to include the Data Protection Act of 1998 and the Bribery Act 2010 within the applicable laws and regulations with which each party represents and warrants they shall comply in connection with performance of their obligations under the Agreement.
5. Any controversy or claim arising out of or relating to this contract, or a breach thereof, shall be determined by arbitration conducted in accordance with the International Centre for Dispute Resolution rules. Arbitration shall be in London, England and the laws of England shall be applied. Any decision in arbitration shall be final and binding on the parties. Judgment may be entered thereon in any court of competent jurisdiction. Notwithstanding the above, Blackbaud may sue in any court for infringement of its proprietary or intellectual property rights or to seek any injunctive relief. This Agreement shall be governed by and construed in accordance with the laws of England.
6. **Background Inquiries.** You give Blackbaud permission to make inquiries about your organization and to obtain information about your organization as may be necessary to enable Blackbaud to verify your organization’s identity as required from time to time by anti-money laundering laws, other applicable laws and Blackbaud’s internal procedures relating to “know your client” and creditworthiness background checks. You acknowledge that your organization’s business information may contain personal information about individuals related to your organization and that if your organization is located outside of the U.S., Blackbaud’s background inquiry procedures may require such personal information be transferred into the U.S.
7. **Subscriptions, Hosting and Privacy Shield:** The servers used to provide Subscriptions and Hosting to You are operated by Blackbaud, Inc. Blackbaud, Inc. is the parent company of Blackbaud Europe Ltd. Blackbaud, Inc. is a certified member of Privacy Shield. Privacy Shield also requires us to certify to You that all of our auxiliary suppliers who receive onward data transfers of PII are compliant with the requirements of Privacy Shield. Certain Blackbaud functions and features do require the transfer of data outside the European Union, but all locations are compliant with EU requirements as stated above.
8. In connection with your purchase from Blackbaud, JustGiving will provide certain fundraising services to You as more fully detailed at <https://www.justgiving.com/info/terms-of-service>.