

Terms and Conditions

1. Donor Discovery Subscriptions

The following restrictions apply to Your use of the Donor Discovery Subscription:

- a. "DonorSearch Data" means the proprietary information and supporting materials provided by DonorSearch for each constituent record submitted through the Subscription, including any modifications or improvements made by DonorSearch or Blackbaud to the information, and any other materials provided by DonorSearch for use in connection with such information. You have no proprietary rights in DonorSearch Data.
- b. You will not lend, sell, lease, assign, sublicense, hypothecate, or otherwise dispose of, or transfer the DonorSearch Data.
- c. You will not use the hyperlinks contained in the DonorSearch Data for any purpose other than Your independent verification of the DonorSearch Data. You expressly agree that such hyperlinks are proprietary to DonorSearch.
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- e. You will not use the DonorSearch Data to compile, enhance, verify, supplement, add to or delete from any mailing list, directory, or other compilation of information that You use or that is used or provided by a third party.

2. Blackbaud Guided Fundraising™

The following restrictions apply to Your use of the Blackbaud Guided Fundraising Subscription:

- a. Third parties provide email, telephony, texting services. Solely for the purpose of delivering the Subscription, You agree that We may provide Your Confidential Information to such third party providers in order to send emails, calls, and text messages that You generate through the Subscription.
- b. You acknowledge that the Subscription does not allow You to access 911 or similar emergency services. The Subscription is not intended to replace any primary phone services, such as a traditional landline or mobile phone, that may be used to contact emergency services.
- c. Blackbaud and the third party providers will use commercially reasonable efforts to deliver emails, but we do not guarantee delivery. Filtering services and other policies of recipient email services may prevent successful delivery of emails.
- d. The Subscription uses Stripe to provide integrated payment processing to collect donations. If You elect to use integrated payment processing, You must create an account with Stripe and agree to Stripe's terms and conditions. Stripe will process payments on Your behalf. You are responsible for managing Your Stripe account. By connecting Your Stripe account to the Subscription and solely for the purpose of delivering the Subscription, You grant Blackbaud authority to access to Your Stripe data and to create payments, charges, customers, subscriptions, products, plans, and customers in Your Stripe account.