

**Smartsheet Inc.**  
**Acceptable Use Policy**

This Acceptable Use Policy (“**AUP**”) governs use of Smartsheet Inc.’s, and its affiliates (collectively, “**Smartsheet**”), websites (e.g., [www.smartsheet.com](http://www.smartsheet.com)), online services and applications, and any related downloadable software made available by Smartsheet for use therewith (collectively, the “**Offerings**”). “**You**” and “**Your**” mean the “**Customer**” entity or individual accessing and using the Offerings under an agreement with Smartsheet, and any users granted such access and use rights by Customer. Terms not otherwise defined in this AUP will have the meaning set forth in the [User Agreement](#) or the agreement between You and Smartsheet governing Your use of the applicable Offering (“**Agreement**”).

**You agree not to:**

- interfere or attempt to interfere in any manner with the functionality or proper working of the Offerings;
- breach or otherwise bypass any security or authentication measures of the Offerings;
- transmit into or use with the Offerings any of the following: viruses, malware, malicious or destructive code, or any other routine, device, or other undisclosed feature (e.g., so-called time bomb, software lock, drop dead device, malicious logic, worm, Trojan horse, or trap, back door, or software routine) that either interferes with or otherwise harms or provides unauthorized access or causes unauthorized modifications to the Offerings;
- distribute content that interferes with or otherwise harms or provides unauthorized access or causes unauthorized modifications to the operation of any Smartsheet or related third-party networks, servers, or other infrastructure;
- use any robot, spider, data scraping or extraction tool, or similar mechanism in the Offerings;
- use the Offerings for phishing scams;
- access or use portions of the Offerings that Smartsheet has not authorized You to access or use;
- reverse engineer, decompile, disassemble, attempt to gain unauthorized access to, or attempt to discover the underlying source code or structure of, the Offerings, Smartsheet work product, or the technology and software used to provide them, and all intellectual property and proprietary rights therein; or
- access, use, or otherwise exploit the Offerings for purposes of competing with or disparaging Smartsheet or the Offerings, including but not limited to benchmarking, monitoring availability, performance, or functionality, or conducting competitive analysis.

**You agree that You will not use the Offerings to:**

- act or encourage activities in violation of any applicable laws, rules, or regulations (including those related to unlawful gambling or piracy);
- use, store, share, host, copy, distribute, display, publish, transmit, or send content or promote, support, or facilitate a cause or action that is or could be deemed offensive, inflammatory, hateful, defamatory, discriminatory, obscene, abusive, invasive of privacy, or harmful to others;
- distribute unwanted, unsolicited, or harassing mass email or transmit unwanted promotional or commercial content, including spam;
- access (including through any interfaces provided within the Offerings) any Smartsheet product or service, or other third-party service or website, in a manner that violates the terms for use of, or access to, such product, service, or website;
- infringe or misappropriate any Smartsheet or related third-party copyright, trademark, or other intellectual property, proprietary right, license right, or legal content protection;
- mislead or confuse others by alleging to be someone else or alleging to represent an organization You do not represent; or
- violate the rights (including privacy or publicity) of others, or distribute personal or confidential information without securing the necessary rights, permissions, and consents.

**Children**

By using the Offerings, You represent and warrant that You are at least eighteen years old.

The Children’s Online Privacy Protection Act of 1998 (COPPA) and other laws protect the privacy of minors. Smartsheet abides by applicable laws and guidelines regarding youth privacy. The Offerings are not intended for use by individuals under the age of eighteen.

### **Prohibited Data**

*Protected Health Information (“PHI”).* Under the Health Information Portability and Accountability Act (“HIPAA”) and other health data privacy laws, certain information about a person’s health or health care services is classified as PHI or sensitive information. Unless You are using the Offerings under at least an Enterprise (excluding Legacy Enterprise) plan and have signed a Business Associate Agreement with Smartsheet, You may not submit or store PHI in the Offerings. The Smartsheet [HIPAA Implementation Guide](#) provides information on features and security controls that can be employed to assist with Your compliance obligations. Contact Your account representative or [privacy@smartsheet.com](mailto:privacy@smartsheet.com) with questions about storing PHI in the Offerings.

*Payment Card Industry (“PCI”).* Smartsheet does not intend the use of the Offerings to be in compliance with the Payment Card Industry Security Standards. Accordingly, You agree not to use the Offerings to submit or store PCI data.

### **Location of Access**

You are responsible for securing, using, and monitoring an internet connection, which may include a VPN, that is compliant with laws and regulations of the jurisdiction from which you access Smartsheet’s Offerings.

You are prohibited from using the Offerings (a) in a jurisdiction that is subject to a United States government embargo, or that is in Group E of Title 15, Part 740 Supplement 1 Country of the United States Code of Federal Regulations, (b) in a jurisdiction that has been designated by the United States government as a “terrorist supporting” country, (c) in a jurisdiction that is listed on any other United States government list of prohibited or restricted parties, or (d) in violation of any other embargo or export restriction; unless You have secured express written approval from the applicable governing authority.

### **Reported IP Abuse**

To the extent You use the Offerings to publish or otherwise make available content, You must comply with any notices received under Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act) or similar statute in other countries (the “DMCA”). It is Smartsheet’s policy to respond to valid notices of claimed intellectual property infringement. If Smartsheet receives a notice alleging that material on any sheet, dashboard, report, or form made publicly available infringes or misappropriates another party’s intellectual property, Smartsheet may take any remedial action it deems necessary, as further outlined below.

If You encounter content that You believe violates this AUP, please report it to us using the [Report Abuse](#) link. Smartsheet may but is not obligated to investigate any violation of this AUP or misuse of the Offerings.

### **Violation of this AUP**

In addition to any other remedies that may be available, Smartsheet reserves the right, in its sole discretion, to take any remedial action it deems necessary, including immediately suspending or terminating Your account or unpublishing any sheet, dashboard, or report, to prevent disruption of the Offerings or to protect the rights and safety of individuals, customers, or Smartsheet.

If Customer has, or Smartsheet reasonably suspects based on documented evidence that Customer has, violated any law or regulation, Smartsheet may report such violations to the appropriate law enforcement officials, regulators, or other third parties. Smartsheet’s reporting may include disclosing relevant Customer information. Smartsheet also may cooperate with appropriate law enforcement agencies, regulators, or other third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

### **Revision to this Policy**

Smartsheet may revise this AUP from time to time to reflect changes to technologies, industry practices, regulatory requirements, or

as we deem necessary. Any such revision will be effective immediately unless your Agreement states otherwise. You may request notifications of changes to this AUP via [www.smartsheet.com/notification-requests](http://www.smartsheet.com/notification-requests).

**Last Updated: March 2021**