

Smartsheet Inc.
Acceptable Use Policy

Last Updated: August 22, 2018

This Acceptable Use Policy (“AUP”) governs use of Smartsheet’s websites (e.g., www.smartsheet.com), mobile applications, and the work collaboration platform, and the services available through them (the “Services”). Smartsheet reserves the right to modify or update this AUP from time to time. “You” and “Your” mean the “Customer” entities or individuals authorized to access and use the Services under an agreement with Smartsheet, and any users granted such access and use rights by Customer entities or individuals.

You agree not to:

- Interfere or attempt to interfere in any manner with the functionality or proper working of the Services.
- Breach or otherwise bypass any security or authentication measures of the Services.
- Transmit viruses, malware, any other malicious or destructive code, or other prohibited items, into the Services. Prohibited items include: any routine, device, or other undisclosed feature (e.g. so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse, or trap, back door or software routine) that is either (1) designed to delete, disable, deactivate, interfere with, or otherwise harm any software, program, data, device, system, or service; or (2) intended to provide unauthorized access or produce unauthorized modifications.
- Distribute content that harms or interferes with the operation of any Smartsheet or third-party networks, servers, or other infrastructure.
- Use any robot, spider, data scraping or extraction tool, or similar mechanism in the Services.
- Use the Services for phishing scams.
- Access or use portions of the Services 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 Services, Smartsheet work product, and the technology and software used to provide them, and all intellectual property and proprietary rights therein.

You agree that you will not use the Services to:

- Commit or encourage fraudulent or illegal activities in violation of any applicable laws, rules, or regulations (including those related to child pornography, gambling, or piracy).
- Use, store, share, host, copy, distribute, display, publish, transmit, or send objectionable content. Objectionable content includes content 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 (i.e. spam).
- Infringe or misappropriate any Smartsheet or 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.
- Distribute others’ personal and confidential information without their permission.

Children

By using the Services, you represent and warrant that you are at least thirteen years old.

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

HIPAA

Under Health Information Portability and Accountability Act, certain information about a person’s health or health care services is

classified as Protected Health Information (PHI). Unless you have signed a Business Associate Agreement with Smartsheet, you may not submit and store PHI in the Services. The Smartsheet HIPAA Implementation Guide provides information on features and security controls that can be employed to ensure HIPAA-compliance. Contact your account representative or hipaacompliance@smartsheet.com with questions about storing PHI in Smartsheet.

Restricted Countries

You are prohibited from using the Services (a) in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; or (b) listed on any U.S. Government list of prohibited or restricted parties.

Reporting Abuse

If you encounter content that you believe violates this policy, please report it to us using the "[Report Abuse](#)" link. Smartsheet reserves the right, but does not assume the obligation, to investigate any violation of this AUP or misuse of the Services.