

Blanchard Exchange Platform Terms

These Blanchard Exchange Platform Terms (“**Terms**”) govern access to digital content provided on the platform Blanchard Exchange (“**Blanchard Exchange**”) as of January 1, 2025. These Terms are effective as of the updated date (see end of these Terms for updated date). Blanchard reserves the right to modify these Terms at any time. Updated Terms will be published and will take effect on the revised updated date. If Blanchard makes any material changes to these Terms, Blanchard will provide notice of these changes. In these Terms, “**Client**” refers to the purchasing organization or individual and “**Blanchard**” refers to Blanchard Training and Development, Inc., d.b.a. Blanchard®.

1. Definitions.

“**Activation Date**” means the date a PAC is assigned to an Authorized Participant by the System Administrator for a Course; PACs become available for assignment commencing on the Admin Credit Access Date.

“**Admin Credit Access Date**” means the date the Digital Content becomes available in the System Administrator’s account on Blanchard Exchange and is available for assignment to an Authorized Participant, regardless of whether assigned.

“**Assessment Data**” means reports or data generated as the result of an assessment.

“**Authorized Participant**” means an individual authorized or invited by the System Administrator to access Digital Content.

“**Course**” means a specific version of a Program. For PACs, the available Program options—which might include choices such as modality, language, session material format, and/or Program-specific add-ons—determine the Course.

“**Digital Content**” means digital content accessible on Blanchard Exchange.

“**Program**” means one of Blanchard’s training programs, which might be offered in multiple versions (refer to the definition of “Course”).

“**Program Access Credit**” or “**PAC**” means digital access to a specified Program or its associated content, provided for the sole use of an Authorized Participant. For clarity, PACs are a subset of Digital Content.

“**System Administrator**” means the individual with administrative rights in Blanchard Exchange to assign access to Digital Content.

2. **Nontransferable Access.** Once an Authorized Participant accesses a PAC or any Digital Content, access is not transferable to another individual. Each Authorized Participant account is unique, and log-in credentials must not be shared.
3. **PAC Access and Inactive Accounts.** Commencing on the Admin Credit Access Date, Blanchard will use commercially reasonable efforts to keep PACs accessible except during down times (see Section 8), for Program or Course retirement (see Section 5), or until the earliest of the following: (a) upon request, Blanchard will anonymize log-in data associated with a PAC; or (b) if a PAC has not been accessed by an Authorized Participant for thirty-six (36) months or more, Blanchard reserves the right to anonymize the associated log-in data (Blanchard will provide fourteen [14] calendar days’ notice prior to taking these steps). Once a record is anonymized, the associated Authorized Participant can no longer access Blanchard Exchange. Anonymized records cannot be recovered or used to re-identify the personally identifiable information of the Authorized Participant.
4. **PACs, Printed Copies.** For PACs, upon request, Blanchard will provide one printed copy of participant materials for each designated Course that includes participant content designed for printing. This service is offered at no additional cost; however, Clients will be charged for any associated mailing or shipping fees, which may be invoiced after the initial invoice for the PAC purchase. Requests for printed copies must be submitted within five (5) calendar days of the PAC’s Activation Date.
5. **Right to Retire.** Blanchard occasionally retires Programs and Courses to keep its portfolio of offerings current. Blanchard reserves the right to retire any Program or Course for any reason. If a Program or Course is scheduled for retirement, Blanchard will notify Client in advance.
6. **Administration.** When Client serves as System Administrator, Blanchard will provide adequate information and training to enable Client to perform administration tasks. When Blanchard acts as System Administrator, administration fees will apply.
7. **Tech Check.** To ensure compatibility between Blanchard Exchange and Client’s computer systems, Client will be asked to review and agree to standard technical requirements. Blanchard will conduct this compatibility review at no cost to Client.
8. **Downtime.** Blanchard will use commercially reasonable efforts to maintain access to Blanchard Exchange, except during: (a) planned downtime, which will, to the extent practicable, occur between Friday at 10PM PST/PDT and Monday at 6AM PST/PDT, and/or (b) unavailability caused by an event beyond Blanchard’s control, provided Blanchard makes reasonable efforts to mitigate the effects of the event.
9. **Technical Support.** Blanchard’s Technical Services Help Desk is available by email and phone. **Email:** Support requests can be submitted via <https://support.blanchard.com> at any time; staff members are available Monday through Friday, 8AM to 5PM Pacific. **Phone:** Telephone support is available Monday through Friday, 8AM to 5PM Pacific at +1-760-839-8152 (except for Europe, the Middle East, and Africa). For Europe, the Middle East, and Africa, the available hours are 9AM to 5PM BST/GMT Monday through Friday and the phone number is +44(0)1483443489.
10. **Confidentiality of Assessment Data.** Assessment Data may be used only for an Authorized Participant’s developmental purposes. Assessment Data is intended to remain confidential to the Authorized Participant and individuals selected by the Authorized Participant to participate in the assessment process. Members of the Client’s organization must maintain this

confidentiality and refrain from sharing summaries or copies of the data in ways that compromise privacy. If three or more Authorized Participants take the same assessment, the Assessment Data from these Authorized Participants can be aggregated and presented in an anonymized format upon request.

Last Updated: December 31, 2024