

New York State Education Law Section 2-d Vendor Compliance Agreement

This Agreement (the “Agreement”), effective as of October 24, 2022, is entered into by and between Broome Tioga Board of Cooperative Educational Serv (the “District”) and Barracuda Networks, Inc. (“Barracuda”).

WHEREAS, the District is an educational agency within the meaning of Section 2-d of the New York State Education Law (“Section 2-d”);

WHEREAS, Section 2-d requires that an education agency enter into a written contract with a third party contractor where such contractor receives student, teacher, or principal data from the education agency (“Data”).

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. The term of this Agreement shall expire on the termination date of the services.
2. Any Data shared by the District with Barracuda shall continue to be the property of, and under the control of, the District.
3. Barracuda handles the maintenance and confidentiality of customer data in accordance with applicable law and Barracuda’s Privacy Policy, Security and Compliance Policy, and Hosted Services Terms, located at: <https://www.barracuda.com/company/legal/trust-center/data-privacy/privacy-policy>; <https://www.barracuda.com/company/legal/trust-center/security-compliance>; and <https://www.barracuda.com/company/legal/cloudserviceterms>.
4. Barracuda has reasonable administrative, technical, and physical safeguards to protect the Data including the use of a defense-in-depth strategy and proprietary hardened software and operating systems to protect data and services.
5. Barracuda stores and has encryption to protect data in accordance with Barracuda’s Security and Compliance Policy, located at <https://www.barracuda.com/company/legal/trust-center/security-compliance>.
6. Barracuda will limit internal access of Data to only individuals with a clear and well-defined “need to know” basis.
7. Barracuda will govern subcontractors’ access to Data in accordance with Barracuda’s Security and Compliance Policy, located at <https://www.barracuda.com/company/legal/trust-center/security-compliance>.
8. Parents, legal guardians, or eligible students may review personally identifiable information in Data and correct erroneous information by the following protocol: obtain solely from direct primary Data source.
9. The procedures by which students may retain possession and control of their own Data are outlined as follows: obtain solely from direct primary Data source.
10. Barracuda shall ensure that employees who have access to confidential Data have security and awareness training.
11. The District may request that Barracuda delete Data in its possession in accordance with the process outlined in Barracuda’s Privacy Policy, located at: <https://www.barracuda.com/company/legal/privacy>.
12. In the event of a known unauthorized disclosure of Data, Barracuda shall report it to the District in accordance with its breach policies and procedures.
13. Barracuda shall not use any information in Data for any purpose other than those required or specifically permitted by Barracuda’s terms and conditions, located at https://www.barracuda.com/company/legal/prd_trm, and the parties’ signed written agreements.

14. Barracuda certifies that Data shall only be retained or available to Barracuda upon completion of the services in accordance with its policies.
15. Barracuda complies with all applicable federal and state laws on data security and privacy to the extent they apply to educational agencies.
16. Barracuda will comply with the District's Parent's Bill of Rights for Data Privacy and Security to the extent Barracuda has the ability to comply

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Barracuda Networks, Inc.

Signed: 

Name: Diane Honda

Title: CAO, General Counsel, and Secretary

Date: 06 / 08 / 2021

Broome Tioga Board of Cooperative Educational Services

Signed:  Dan Myers (Oct/24/2022 08:40 EDT)

Name: Daniel Myers

Title: Executive Operations Officer

Date: Oct 24, 2022



Legal Terms and Conditions

GENERAL TERMS AND CONDITIONS



Schedule 3: Hosted Services

In addition to the General Terms, the following terms govern Customer's use of Barracuda Hosted Services.

1. **Use of the Hosted Service.** Neither Customer nor those that access a Hosted Service through Customer may use a Hosted Service:
 - (i) To copy or upload files or information unless Customer has a legal right to the files or information;
 - (ii) To probe, scan or test the vulnerability of any system, or attempt to circumvent any security or authentication measures;
 - (iii) To access, tamper with or use non-public areas of the Barracuda cloud, or attempt to access or search the Barracuda cloud through nonpublic interfaces;
 - (iv) To attempt to disrupt any user or network by sending a virus, malware, overloading, flooding, spamming, mail-bombing or otherwise interfering with the use of other users;
 - (v) To send unsolicited communications, promotions or advertisements, or spam;



- (ix) To publish anything that is fraudulent, misleading or infringes a third party's rights;
- (x) To misrepresent itself or an affiliation with an entity;
- (xi) To publish or share materials that are offensive, defamatory or unlawful;
- (xii) In a way that is prohibited by law, regulation, governmental order or decree;
- (xiii) To violate the rights of others;
- (xiv) To try to gain unauthorized access to or disrupt any service, device, data, account or network;
- (xv) In a way that could harm the Hosted Service or impair anyone else's use of it; or
- (xvi) In any application or situation where failure of the Hosted Service could lead to death or serious bodily injury, or to severe physical or environmental damage.

Violation of the terms in this section may result in suspension or cancellation of the Hosted Service. Barracuda may provide reasonable notice before suspending a Hosted Service.

2. Technical Limitations. Customer must comply with, and shall not work around, any technical limitations in a Hosted Service that restrict a Customer's use of the Hosted Service. Customer may not download or otherwise remove copies of Software or source code from a Hosted Service.

3. Non-Barracuda Products. Barracuda may make non-Barracuda products available to Customer through Customer's use of the Hosted Services. If Customer installs or uses any non-Barracuda product with a Hosted Service, Customer's use of such non-Barracuda product is subject to third party license terms only and Customer may not use such non-Barracuda product in any way that would subject Barracuda's intellectual property or technology to additional obligations. For Customer's convenience, Barracuda may include charges for the non-Barracuda product as part of Customer's bill for Hosted Service. Barracuda, however, assumes no responsibility or liability whatsoever for non-Barracuda products. Customer is solely responsible for any non-Barracuda product that it installs or uses with a Hosted Service.

Revised: September 22, 2020



Cybernomics 101: Uncovering the financial forces driving cyberattacks.



Legal Terms, Conditions and Warranties

[Cookie Settings](#)



Barracuda Trust Center

We are committed to securing your data.

OVERVIEW



Barracuda Networks understands the importance of your data and takes steps to secure and protect it while in our cloud. Our policies regarding data ownership and protection are focused on providing you with confidence that your data remains secure and under your sole control.

Organizational Controls

Barracuda personnel are expected to be competent, thorough, helpful, and courteous stewards of customer information that is stored on Barracuda products and in Barracuda data centers. Barracuda has established a number of measures to ensure that customers and their data are treated properly.

Privacy and Control Mechanisms

Barracuda only uses the information provided by our customers to deliver the products and services purchased. All customer data is managed in compliance with our Privacy Policy. In addition, some products and all US Data Centers are audited to provide an independent validation of our policies and procedures around securing customer data.

Barracuda Employees



customer data and they must keep this information confidential.

Training

Technicians who support Barracuda products are prepared in a variety of ways. New tier 1 technicians receive class time training with tier 2 technicians and the support management team. New support technicians also spend a period of time as an understudy to an established technician for each product in which they intend to become certified. Product knowledge is tested and established through formal online training and all technicians are expected to meet a pre-defined standard before supporting customers directly.

All Barracuda support technicians receive ongoing training in product-specific training sessions.

When an employee or contractor leaves Barracuda, a formal process is in place to immediately revoke physical and network access to Barracuda facilities and resources.

Architecture and Infrastructure Security

Storage Facility Standards

Barracuda leases space in a number of private and public cloud data centers worldwide. Each data center is equipped with the following:

- Controlled access systems requiring key-card authentication
- Video-monitored access points
- Intrusion alarms
- Locking cabinets
- Climate control systems
- Waterless fire-suppressant systems
- Redundant power (generator backup, UPS, no single point of failure)
- Redundant Internet connectivity
- ISO and/or SOC II certified

Data Location

Knowing the geographic location of their data is important for customers operating in regulated industries or in countries with data protection laws. Barracuda understands that some customers must maintain their data in a specific geographic location, such as within the European Union or within countries that are members of the Asia-Pacific Economic Cooperation (APEC) forum.



Redundancy

Data in the Barracuda Cloud is stored in a proprietary storage system developed and managed by Barracuda. This system maintains two copies of customer data to provide redundancy. In the United States, the two copies are stored in separate data center locations. Outside of the United States, the two copies are stored within the same location on separate storage systems.

Platform Security

Barracuda uses a defense-in-depth strategy and proprietary hardened software and operating systems to protect data and services. Barracuda conducts regular inspections to ensure the security of its systems.

Access to your data

You can access your customer data at any time and for any reason without assistance from Barracuda. Barracuda restricts access to Barracuda personnel and subcontractors.

Barracuda Personnel: Barracuda personnel are granted access only when necessary under management oversight. Barracuda personnel will use customer data only for purposes compatible with providing you the services, which can include customer support and troubleshooting services.

Barracuda Subcontractors: Subcontractors can access customer data only to deliver the services we have hired them to provide, are prohibited from using customer data for any other purpose, and are required to maintain the confidentiality of our customers' information.

The operational processes and controls that govern access to and use of customer data in the Barracuda Cloud are regularly verified. Barracuda regularly performs sample audits to attest that access is only for legitimate business purposes. Strong controls and authentication help limit access to customer data to authorized personnel only. When access is granted, whether to Barracuda personnel or our subcontractors, it is carefully controlled and logged, and revoked as soon as it is no longer needed.

Separation of your data

Barracuda takes strong measures to protect customer data from inappropriate use or loss and to prevent customers from gaining access to one another's data. The Barracuda Cloud uses systems that are kept logically separate from internal systems run by Barracuda.

Barracuda cloud services are multi-tenant services, meaning that your data, deployments, and virtual machines may be stored on the same physical hardware as that of other customers. When data from many customers is stored at a shared physical location, Barracuda logically segregates storage and processing for different customers through specialized technology engineered specifically for that purpose. We take careful measures to logically separate customer data to help prevent one customer's



The Barracuda Cloud uses encryption to safeguard your data and help you maintain control over it.

When customer data moves over a network, the Barracuda Cloud uses industry- standard secure transport protocols between user devices and Barracuda data centers, as well as within the data centers themselves.

The Barracuda Cloud uses industry-standard encryption for data at rest in transit.

When a disk drive used for storage in the Barracuda Cloud suffers a hardware failure, it is securely erased or destroyed before Barracuda returns it to the manufacturer for replacement or repair. All of the data on the drive is completely overwritten to ensure that the data cannot be recovered by any means.

HIPAA Business Associate

Barracuda complies with any portions of HIPAA or the HITECH Act that are directly applicable to Barracuda. In particular, the Barracuda Cloud safeguards data in such a way as to satisfy HIPAA's Security Rule. Customers wishing to establish a Business Associate relationship with Barracuda per 45 CFR 164.502(e) and 164.504(e) should request a Business Associate Agreement from Barracuda. The Business Associate Agreement defines commitments that Barracuda will make to maintain HIPAA and HITECH compliance. Please refer to our self-service portal to request a BAA.

Security Incident Notification

If Barracuda becomes aware of any unlawful access to any Customer Data stored on Barracuda's equipment or in Barracuda's facilities that results in the loss, disclosure or alteration of Customer Data (each a "Security Incident"), Barracuda will promptly (1) notify Customer of the Security Incident; (2) investigate the Security Incident; and (3) take reasonable steps to mitigate the effects of, and minimize any damage resulting from, the Security Incident.

Security Incidents Notification(s) will be delivered to one or more Customer administrator by a means selected by Barracuda, including via email. It is Customer's sole responsibility to ensure that its administrators maintain accurate contact information on each applicable Cloud Services portal. Barracuda's obligation to report or respond to a Security Incident under this section is not an acknowledgement by Barracuda of any fault or liability with respect to a Security Incident.

Customer must notify Barracuda promptly of any possible misuse of its accounts or authentication credentials or any security incident related to a Cloud Service.



NDA

Non-disclosure Agreement[Request](#)

BAA

Business Associate Agreement[Request](#)

W-9

W-9 form[Request](#)

COI

Certificate of Insurance[Request](#)

SOC REPORT

SOC report[Request](#)

[Request](#)

DATA PRIVACY

US Data Privacy Addendum

[Request](#)

BARRACUDA BUSINESS CONTINUITY PLAN

Barracuda Business Continuity Plan

[Request](#)

For additional questions, contact our legal team at legal@barracuda.com

[Privacy Policy / Website Terms & Conditions](#)

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[Legal Terms, Conditions and Warranties](#)[Cookie Settings](#)



Barracuda Trust Center

We are committed to securing your data.

PRIVACY POLICY



Barracuda Networks Privacy Policy

Last Updated: March, 2024

Barracuda Networks, Inc., and its affiliated companies (list accessible here: <https://www.barracuda.com/company/contact#affiliates>) worldwide (collectively “Barracuda”, “we” or “our”) recognize and respect your right to privacy. Each entity of Barracuda is acting as an independent data controller in the context of this Privacy Policy.

This Privacy Policy explains how Barracuda collects, shares, stores and uses data. We collect customer data in order to provide the products and services that customers purchase or request from us. For example, we may capture email addresses so that a customer can check the status of its software or open a case with our tech support team. We collect visitor data through the Website in order to understand and improve the Website content, as well as maintain a secure computing environment. We collect marketing data in order to respond to inquiries about our products and services and provide access to the latest topical information that potential customers might be interested in.

When we collect data, we do so in compliance with this Privacy Policy, which describes how we handle the data we collect in more detail. This Privacy Policy also describes other important topics relating to information privacy.

Please read this Privacy Policy carefully to understand how we handle your Personal Information.



We may collect and process any of the following information about you, which we refer to as “**Personal Information**” throughout this Privacy Policy:

1.1 Information You Give Us.

You may give us information about yourself by using the online forms provided on the Website or by contacting us by phone, e-mail or other means. This includes, for example, filling in the “Contact Us” form on the Website or when you provide your information to us in order to receive our services.

The information you give us may include email address, name, mailing address, telephone number, company name, company address, credit card information, job title, account information and any updates to information provided to us.

Please note that we need certain types of information so that we can provide services to you. If you do not provide us with such information, or if you ask us to delete it, you may no longer be able to access our services.

1.2 Information We May Collect About You.

We may automatically collect any of the following information each time you visit the Website:

- Technical information, including the Internet Protocol (IP) address used to connect your computer to the Internet, domain name and country that requests information, the file(s) requested, browser type and version, browser plug-in types and versions, operating system and platform; and
- Information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from the Website (including date and time), length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs) and methods used to browse away from the page.

1.3 Information We May Receive From Other Sources.

We will receive information about you if:

- You obtain our services through one of our resellers or partners. The types of information that we may receive are the same as the information that you may give to us detailed in Section 1.1 above.
- You use any of the other websites we operate or the other services we provide. In this case, we will inform you when we collect that data that it may be shared internally and combined with data collected on the Website. We work closely with third parties (including, for example, advertising networks, and analytics and search information providers) and may receive information about you from them.
- Some Barracuda products use Google Analytics for purposes of improving product performance. For more information on Google Analytics, and how it collects and processes data visit the site “How



We, or third-party data processors acting on our behalf, collect, use, process and store the Personal Information listed above for the following purposes:

- a. On the basis of the contract you have with us, as necessary in order to deliver your contracted services and to carry out our obligations arising from the contract;
- b. On the basis of your consent, in order to provide you with information, products or services which we feel may interest you;
- c. On the basis of our legitimate interests, as necessary in order:
 - To register you for webinars/seminars.
 - To assign a password.
 - To ensure that content from the Website and services is presented in the most efficient manner for you.
 - To provide you with information, products or services that you request from us.
 - To allow you to participate in interactive features (e.g., live chat) when you choose to do so.
 - To notify you about changes to our products or services and to keep you informed about our fees and charges.
 - To provide the service(s) you have requested.
 - To improve the quality and accuracy of the services.
 - To allow you to access and use the Website and to register for an account.
 - To ensure the security of our services and the Website.
 - To manage litigation, to answer competent authorities' requests, to comply with non-EU legal obligations to which we are subject, and to pursue debt.
 - To verify your identity in order to prevent and detect money laundering and fraud.
 - To carry out statistical analysis and market research.
 - For marketing, advertising and promotional purposes to the extent your consent is not required.
 - For the purposes of improving and maintaining the Website, preparing reports or compiling statistics in order to improve our services. Such details will be anonymized as much as reasonably possible.
 - To take other action you request when you supply the Personal Information.
- d. On the basis of the legal obligation to which we are subject, as necessary for compliance with such obligation.

Personal Information is not used to profile those who access the Website.

3. Data Retention.



We will not sell, hire, lease or rent your Personal Information that we collect to any third party without notifying you and/or obtaining your consent, except as expressly set forth in this section. Where you have given your consent for us to use your information in a particular way, but later change your mind, you must contact us as set forth in the Contact Us section of this Privacy Policy in order to revoke such consent. You may also object to the receipt of marketing materials by clicking on the unsubscribe link included in such correspondence and indicating your preference in our preference center.

4.1 Barracuda Affiliate Companies.

We will share your Personal Information with any company that is a member of our group, including those that are listed in this Privacy Policy.

4.2 Categories of Third Parties.

Any third parties with whom we share your Personal Information are limited (by law and by contract) in their ability to use your Personal Information for any purpose other than to provide services for us. We will always ensure that any third parties with whom we share your Personal Information are subject to privacy and security obligations consistent with this Privacy Policy and applicable laws. We will share your Personal Information with the following categories of third parties in order to operate our business and provide our products and services:

- Our service providers and subcontractors including, but not limited to, payment processors, suppliers of technical and support services, and cloud service providers;
- Companies that assist us in our marketing, advertising and promotional activities;
- Analytics and search engine providers that assist us in the improvement and optimization of the Website; and
- Systems integrators and service providers who resell our products and services.

4.3 Other Third Party Disclosures.

We will also disclose your Personal Information to third parties:

- In the event we sell or buy any businesses or assets, in which case we may disclose your Personal Information to the prospective seller or buyer of such businesses or assets;
- If Barracuda, or substantially all of its assets, is acquired by a third party, in which case information held by it about its customers and partners will be one of the transferred assets;
- If Barracuda is under a duty to disclose or share your Personal Information in order to comply with any legal obligation or any lawful request from government or law enforcement officials, and as may be required to meet national security or law enforcement requirements, or prevent illegal activity;



include exchanging information with other organizations for the purposes of fraud protection and credit risk reduction.

5. Protection of Personal Information.

Barracuda is committed to taking steps to protect Personal Information you provide to us, including administrative, technical and physical measures to safeguard Personal Information against loss, theft, misuse, unauthorized access, disclosure, alteration and destruction.

Personal Information is only accessed by authorized staff who are instructed to handle Personal Information in a confidential manner. Personal Information is protected by firewalls and standard industry security measures. We may also transmit sensitive information and transactional data using secure socket layer (SSL) encryption.

The transmission of information through the Internet is not completely secure. Although we will do our best to protect Personal Information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk. Once we have received your Personal Information, we will use strict procedures and security features to try to prevent unauthorized access.

Where we have given you (or where you have chosen) a password that enables you to access certain parts of the Website or our products and services, you are responsible for keeping this password confidential. We ask you not to share the password with anyone.

6. Your Rights.

Subject to the conditions set forth under applicable law, you have the right to request to access, review, correct, update, suppress, restrict or delete Personal Information that you have provided to us. You have the right to request an electronic copy of Personal Information for purposes of transmitting it to another company. You have the right to not be subject to a decision based solely on automated processing, including profiling. You may submit such requests by sending an email to legal@barracuda.com. We will respond to your request in accordance with applicable law. In your request, you must advise what Personal Information you would like to access, review, correct, update, suppress, restrict or delete; or otherwise let us know what limitations you would like to put on our use of your Personal Information.

Please note that we may need to retain certain Personal Information for recordkeeping purposes and/or to complete transactions that you began prior to requesting a change or deletion. In the event your Personal Information is processed on the basis of your consent, you may withdraw consent at any time by sending an email to legal@barracuda.com and specifying the details of your request. However, any withdrawal of consent will not affect the lawfulness of any processing based on consent before it is withdrawn.

You may lodge a complaint with a supervisory authority, in particular in your Member State of residence, if you consider that the collection and use of your Personal Information infringes this Privacy Policy or



such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your Personal Information. Alternatively, you can contact us by email at legal@barracuda.com at any time.

If you have previously given us consent to use your Personal Information for marketing purposes, you can choose to stop receiving marketing communications that we send to you from time to time by following the unsubscribe instructions included in such communications. Alternatively, you can opt out of such communications at any time by contacting us by email at legal@barracuda.com.

You can choose to opt-out from your Personal Information being used for any purpose that differs from the purposes notified to you when we collected your Personal Information or from being disclosed to any third party.

If you would like to opt out, please contact us as set forth in the Contact Us section of this Privacy Policy. **Please note that opting-out may prevent us from providing you with our services or information requested by you.**

7. Transfers of Information.

Barracuda is an international business with multi-national operations, systems and processes. In this context, the Personal Information that Barracuda collects from you may be transferred to and stored in the United States or another location outside of the EEA or Switzerland, i.e., *Australia, China, Hong-Kong, India, Malaysia, Singapore, and the UK.*

With respect to Personal Information transferred outside the European Economic Area (“EEA”) or Switzerland, we will process Personal Information in accordance with applicable privacy laws by implementing appropriate safeguards.

Barracuda is self-certified under the Data Privacy Framework (DPF) and the Swiss and UK Data Privacy Frameworks. When we transfer Personal Information to a third party, we take reasonable and appropriate steps to ensure the third-party processes Personal Information for limited and specified purposes and in a manner consistent with our DPF obligations. Where the transfer is to a third-party agent acting on our behalf, we may be liable if such third parties fail to meet those obligations.

7.1 Data Privacy Framework

Barracuda complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Barracuda has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union and the United Kingdom in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF. Barracuda has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S.



In compliance with the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF, Barracuda commits to refer unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF to JAMS, an alternative dispute resolution provider based in the United States. If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF Principles-related complaint to your satisfaction, please visit www.jamsadr.com for more information or to file a complaint. The services of JAMS are provided at no cost to you.

In the event that a dispute remains unresolved, you may be entitled, under certain conditions, to engage in a binding arbitration.

8. Use of Cookies.

8.1 What Are Cookies and Related Technologies

Cookies are small data files that are stored on your computer that allow us and our third-party partners and providers to collect certain information about your interactions with our email communications, websites and other online services. We and our third-party partners and providers may also use other related technologies to collect this information, such as web beacons, pixels, embedded scripts, location-identifying technologies and logging technologies (collectively, “cookies”).

8.2 What We Collect When Using Cookies

We and our third-party partners and providers may use cookies to automatically collect certain types of usage information when you visit or interact with our email communications, websites and other online services. For example, we may collect log data about your device and its software, such as your IP address, operating system, browser type, date/time of your visit, and other similar information. We may collect analytics data or use third-party analytics tools such as Google Analytics to help us measure usage and activity trends for our online services and better understand our customer base.

To view the types of cookies Barracuda uses on the Website, please [click here](#).

8.3 How We Use That Information

We use or may use the data collected through cookies to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit our websites and online services; (b) provide and monitor the effectiveness of our websites and online services; (c) monitor online usage and activities of our websites and online services; (d) diagnose errors and problems with our websites and online services; (e) otherwise plan for and enhance our online services; and (f) facilitate the purposes identified in this Privacy Policy. We and our advertising partners also use the information we collect through cookies to understand your browsing activities, including across unaffiliated third-party sites, so that we can deliver ads and information about products and services that may be of interest to you.



If you would prefer not to accept cookies, most browsers will allow you to: (i) change your browser settings to notify you when you receive a cookie, which lets you choose whether or not to accept it; (ii) disable existing cookies; or (iii) set your browser to automatically reject cookies. Please note that doing so may negatively impact your experience using our online services, as some features and services on our online services may not work properly. Depending on your device and operating system, you may not be able to delete or block all cookies. In addition, if you want to reject cookies across all your browsers and devices, you will need to do so on each browser on each device you actively use. You may also set your email options to prevent the automatic downloading of images that may contain technologies that would allow us to know whether you have accessed our email and performed certain functions with it.

Some Barracuda products use Google Analytics for purposes of improving product performance. For more information on Google Analytics, and how it collects and processes data visit the site “How Google Uses Information From Sites or Apps that Use our Services,” located at <https://policies.google.com/technologies/partner-sites>.

8.5 Your Choices About Online Ads

We support the self-regulatory principles for online behavioral advertising (Principles) published by the Digital Advertising Alliance (DAA). This means that we allow you to exercise choice regarding the collection of information about your online activities over time and across third-party websites for online interest-based advertising purposes. More information about these Principles can be found at www.aboutads.info. If you want to opt out of receiving online interest-based advertisements on your internet browser from advertisers and third parties that participate in the DAA program and perform advertising-related services for us and our partners, please follow the instructions at www.aboutads.info/choices, or <http://www.networkadvertising.org/choices/> to place an opt-out cookie on your device indicating that you do not want to receive interest-based advertisements. Opt-out cookies only work on the internet browser and device they are downloaded onto. If you want to opt out of interest-based advertisements across all of your browsers and devices, you will need to opt out on each browser on each device you actively use. If you delete cookies on your device generally, you will need to opt out again.

If you want to opt out of receiving online interest-based advertisements on mobile apps, please follow the instructions at <http://www.aboutads.info/appchoices>.

Please note that when you opt out of receiving interest-based advertisements, this does not mean you will no longer see advertisements from us or on our online services. It means that the online ads that you do see from DAA program participants should not be based on your interests. We are not responsible for the effectiveness of, or compliance with, any third-parties' opt-out options or programs or the accuracy of their statements regarding their programs. In addition, third parties may still use cookies to collect information about your use of our online services, including for analytics and fraud prevention as well as any other purpose permitted under the DAA's Principles.



websites operated by third parties, then their privacy policies would apply, and you should carefully read such third parties' privacy policies before submitting any Personal Information to those websites. We do not endorse or otherwise accept any responsibility or liability for the content of such third-party websites, terms and conditions or policies.

10. Changes to the Privacy Policy.

We may update this Privacy Policy from time to time. By continuing to use the services and the Website, you agree to the latest version of this Privacy Policy. Any future changes we make to this Privacy Policy will be posted on this page and, where appropriate, you will be notified of such changes via email. Please visit this page frequently to check for any updates or changes to this Privacy Policy.

If you have any questions regarding this Privacy Policy or our use of Personal Information on the Website, please send us your questions or comments as set forth in Section 11 below.

11. Contact Us.

If you have any questions in relation to this Privacy Policy or how we collect, use or store your Personal Information, you can contact us by telephone at: +1 408-342-5400, by mail at Barracuda Networks, Inc., 3175 South Winchester Boulevard, Campbell, CA 95008, or by email at legal@barracuda.com.



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