



## Goodfinity Cloud Data Processing Addendum

Last modified: April 23, 2026

Use of the Services is subject to this acceptable use policy ("AUP"). This Cloud Data Processing Addendum (the "**Addendum**" or "**CDPA**") forms part of the Goodfinity Terms of Service (the "**Agreement**") between Goodfinity (a division of Level Up Strategies Inc.) ("**Goodfinity**") and the customer entity or person agreeing to the Agreement ("**Customer**"). Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. In the event of a conflict between this Addendum and the remainder of the Agreement with respect to the processing of Customer Personal Data, this Addendum controls.

### 1. Definitions

- "**Applicable Privacy Laws**" means, with respect to personal information processed under this Addendum, all Canadian federal and provincial privacy and data-protection laws applicable to such processing, including without limitation: (a) the *Personal Information Protection and Electronic Documents Act* (Canada) ("PIPEDA"); (b) the *Act respecting the protection of personal information in the private sector* (Quebec), as amended by Law 25 ("Quebec Privacy Act"); (c) the *Personal Information Protection Act* (British Columbia) and the *Personal Information Protection Act* (Alberta); and (d) any provincial health-information privacy legislation that may apply to particular Customer Personal Data.
- "**Customer Personal Data**" means Personal Information contained in Customer Data that Goodfinity Processes on behalf of Customer in the course of providing the Services.
- "**Data Subject**" means the individual to whom Personal Information relates.
- "**Goodfinity Personnel**" means employees, contractors, and agents of Goodfinity who are authorized to access Customer Personal Data in the course of providing the Services.
- "**Personal Information**" or "**Personal Data**" means any information about an identifiable individual, as defined by Applicable Privacy Laws.
- "**Privacy Breach**" means a breach of security safeguards, loss of, unauthorized access to, unauthorized use of, or unauthorized disclosure of Customer Personal Data, as contemplated by Applicable Privacy Laws (including the "breach of security safeguards" concept under PIPEDA and the "confidentiality incident" concept under the Quebec Privacy Act).



- **"Process" or "Processing"** means any operation or set of operations performed on Personal Information, including collection, recording, organization, structuring, storage, adaptation, retrieval, use, disclosure, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.
- **"Sub-processor"** means a third party engaged by Goodfinity to Process Customer Personal Data on Goodfinity's behalf in connection with the provision of the Services.
- **"Technical and Organizational Measures" or "TOMs"** means the technical and organizational security measures described in Schedule 1 to this Addendum.

## 2. Scope and Roles

**2.1 Scope.** This Addendum applies to all Processing of Customer Personal Data by Goodfinity in connection with the provision of the Services.

**2.2 Roles.** As between the parties, Customer determines the purposes and means of Processing Customer Personal Data and is responsible under Applicable Privacy Laws for the lawfulness of such Processing. Goodfinity Processes Customer Personal Data solely on behalf of Customer and in accordance with Customer's documented instructions. In the terminology of Applicable Privacy Laws, Customer is the entity responsible for Personal Information, and Goodfinity acts as a service provider engaged to Process Personal Information on Customer's behalf (functionally equivalent to a "processor" or "data processor" under other frameworks).

**2.3 Customer Responsibilities.** Customer represents and warrants that (a) it has all rights, consents, notices, and authorities required under Applicable Privacy Laws to collect Customer Personal Data, to make it available to Goodfinity, and to instruct Goodfinity to Process it as contemplated by the Agreement and this Addendum; (b) Customer's instructions to Goodfinity comply with Applicable Privacy Laws; and (c) Customer has provided any disclosures and obtained any consents required under Applicable Privacy Laws, including with respect to the processing location described in Section 6 (Data Location and Cross-Border Transfers) below.

## 3. Processing of Customer Personal Data

**3.1 Compliance with Customer's Instructions.** Goodfinity will Process Customer Personal Data only: (a) in accordance with the Agreement and Customer's documented lawful instructions, including as reasonably necessary to provide, maintain, secure, and support the Services; (b) as required to comply with applicable law or lawful and binding requests from governmental authorities; or (c) as otherwise expressly authorized in writing by Customer. If Goodfinity reasonably believes that a Customer instruction infringes Applicable Privacy Laws, Goodfinity will inform Customer and is not required to follow the instruction pending resolution.



**3.2 Nature and Purpose of Processing.** The nature and purpose of Goodfinity's Processing of Customer Personal Data is to provide the Services described in the Agreement — including hosting, storing, retrieving, transmitting, analyzing, reporting on, and otherwise handling Customer Data so that Customer may generate donor-impact reports, administer its donor and constituent relationships, and perform related program and fundraising functions.

**3.3 Categories of Data Subjects and Personal Information.** The categories of Data Subjects and Personal Information Processed under this Addendum depend on Customer's use of the Services but typically include:

- *Data Subjects:* Customer's employees, volunteers, and authorized users; Customer's donors, members, and supporters; and other individuals whose information Customer chooses to enter into the Services.
- *Personal Information:* names, email addresses, postal addresses, phone numbers, donation amounts and dates, communication preferences, organizational affiliations, and other fields Customer elects to store. Customer is responsible for determining whether any sensitive Personal Information is entered into the Services and, if so, for obtaining the heightened consents and protections required by Applicable Privacy Laws.

**3.4 Duration.** Goodfinity will Process Customer Personal Data for the duration of the Agreement, subject to Section 10 (Return and Deletion).

## 4. Confidentiality and Personnel

**4.1 Confidentiality.** Goodfinity will ensure that Goodfinity Personnel authorized to Process Customer Personal Data are bound by written confidentiality obligations or statutory duties of confidence.

**4.2 Limitation of Access.** Goodfinity will limit access to Customer Personal Data to Goodfinity Personnel who have a need to access such data to fulfill Goodfinity's obligations under the Agreement.

**4.3 Training.** Goodfinity will maintain reasonable privacy and security training requirements for Goodfinity Personnel with access to Customer Personal Data.

## 5. Security Measures

**5.1 Technical and Organizational Measures.** Goodfinity will implement and maintain the Technical and Organizational Measures described in Schedule 1, which are designed to provide a level of security appropriate to the risk of the Processing, taking into account the state of the art, the cost of implementation, and the nature, scope, context, and purposes of the Processing, as well as the likelihood and severity of risk to Data Subjects. The security obligation in this Section 5.1 is a principle-based commitment consistent with PIPEDA Principle 7 (Safeguards), the Quebec Privacy Act's security obligations, and equivalent provincial requirements.



**5.2 Updates to Security Measures.** Goodfinity may update its Technical and Organizational Measures from time to time, provided that such updates do not result in a material reduction of the security of the Services.

## 6. Data Location and Cross-Border Transfers

**6.1 Processing Location.** Goodfinity Processes Customer Personal Data at cloud-hosted data centres located in North America (including Canada and the United States), and at Goodfinity's operational facilities in British Columbia, Canada. Specific primary and backup data-centre locations are available to Customer on request.

**6.2 Cross-Border Transfer Disclosure.** Customer acknowledges and agrees that Customer Personal Data may be transferred to, stored in, and Processed in jurisdictions outside the province in which Customer is located, including in the United States. Personal Information Processed or stored in the United States is subject to U.S. law, including lawful access laws that may permit U.S. governmental authorities to access Personal Information in certain circumstances. This disclosure is provided pursuant to PIPEDA's Openness and Accountability Principles and the Quebec Privacy Act's cross-border transfer requirements.

**6.3 Quebec-Specific Cross-Border Assessment.** Where Customer Personal Data includes Personal Information about residents of Quebec, Goodfinity will, on Customer's reasonable written request, provide information reasonably necessary to support Customer's obligation under Section 17 of the Quebec Privacy Act to conduct a privacy impact assessment in relation to communicating such Personal Information outside Quebec. Goodfinity makes available a standard cross-border transfer description for this purpose.

**6.4 Comparable Level of Protection.** Goodfinity will use contractual, technical, and organizational means designed to ensure that Customer Personal Data receives a level of protection comparable to that required under Applicable Privacy Laws when it is Processed by Goodfinity or by Sub-processors in any jurisdiction, including through the Technical and Organizational Measures in Schedule 1 and the Sub-processor obligations in Section 7.

**6.5 Customer Data Residency Options.** Where Goodfinity offers data-residency configuration options (for example, Canada-only processing for a specified fee or plan tier), the applicable configuration will be set out in the Order Form or Admin Console, and Goodfinity will Process the applicable Customer Personal Data in accordance with that configuration.