Goodfinity Terms of Service

Last modified: October 29, 2026

New to Goodfinity's Cloud Platform?
A quick overview of Goodfinity can be found here.

These Goodfinity Terms of Service (together, the "Agreement") are entered into by Goodfinity (A division of Level Up Strategies Inc.) and the entity or person agreeing to them ("Customer") and govern Customer's access to and use of the Services. "Goodfinity" has the meaning given at www.goodfinity.ca/terms-conditions.

This Agreement is effective when Customer clicks to accept it (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement.

1. Provision of the Services.

1.1 Services Use. During the Term, Goodfinity will provide the Services in accordance with the Agreement, including the SLA. Customer may use the Services ordered in the applicable Order Form in accordance with this Agreement.

1.2 Admin Console. Customer will have access to the Admin Console, through which Customer may manage its use of the Services.

1.3 Accounts; Verification to Use Services.

(a) **Accounts.** Customer must have an Account to use the Services and is responsible for the information it provides to create the Account, the security of its passwords for the Account, and any use of its Account. Goodfinity has no obligation to provide multiple accounts to Customer.

(b) **Verification to Use Services.** Customer must verify a Domain Email Address or a Domain Name to use the Services. If Customer does not have valid permission to use the Domain Email Address or does not own or control the Domain Name, then Goodfinity will have no obligation to provide Customer with the Services and may delete the Account without notice.

1.4 Updates.

A. **To the Services.** Goodfinity may make commercially reasonable updates to the Services from time to time.

B. **To the Agreement**. Goodfinity may update the terms of this Agreement from time to time by posting any such update at www.goodfinity.ca/terms-conditions . These updates will only take effect if and when Customer's Order term renews. This Section 1.4(b) (Updates to the Agreement) does not apply to updates to URL Terms.

C. **To the URL Terms**. Goodfinity may update the URL Terms from time to time by posting any such update at the relevant URL Term. Unless otherwise noted by Goodfinity, material updates to the URL Terms will become effective 30 days after they are posted. Notwithstanding the preceding sentence, to the extent the updates apply to new functionality or the Cloud Data Processing Addendum, or are required to comply with applicable law, they will be effective immediately.

D. **To the Data Processing Agreement.** Goodfinity may only update the Data Processing Agreement where such update is required to comply with applicable law, is expressly permitted by the Data Processing Agreement, or:

   A. is commercially reasonable;
   B. does not result in a material reduction of the security of the Services;
   C. does not expand the scope of or remove any restrictions on Goodfinity's processing of "Customer Personal Data," as described in the "Compliance with Customer's Instructions" Section of the Data Processing Agreement; and
   D. does not otherwise have a material adverse impact on Customer's rights under the Data Processing Agreement.

A. **Discontinuation of Core Services.** Goodfinity will notify Customer at least 12 months before discontinuing any Core Service (or associated material functionality) unless Goodfinity replaces such discontinued Core Service or functionality with a materially similar Core Service or functionality. Nothing in this Section 1.4(e) (Discontinuation of Core Services) limits Goodfinity's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden. This Section 1.4(e) (Discontinuation of Core Services) does not apply to Other Services or to pre-general availability Services, offerings, or functionality.

2. Payment Terms.

2.1 Processing Fees and Commission Billing. Goodfinity will issue an electronic bill or invoice to Customer for all Fees, including, if applicable, Fees based on Customer's use of the Services during the applicable Fee Accrual Period and any relevant Fees for TSS. If Goodfinity reasonably determines based on evidence available to Goodfinity that Customer is at risk of non-payment or that Customer's Account is potentially fraudulent, then Goodfinity may invoice Customer more frequently. Customer will pay all Fees in the currency stated in the bill or invoice. If Customer pays by credit card, debit card, or other non-invoiced form of payment, Customer will pay all Fees immediately at the end of the Fee Accrual Period or when otherwise charged by Goodfinity. If Customer pays by invoice, Customer will pay Goodfinity all invoiced amounts by the Payment Due Date. Unless required by law, Customer's obligation to pay Fees for Services provided up to the effective date of any cancellation under Section 8.4 (Cancellation at Any Time) is non-cancellable. For Goodfinity Services Goodfinity's measurement tools will be used to determine Customer's usage of the Services. Goodfinity has no obligation to provide multiple bills. Payments made via wire transfer must include the bank information provided by Goodfinity. Late payment will be subject to additional fees and carrying costs.

2.1.1 Calculating Fees. All fees are in Canadian Currency. The fees will be charged based on the dollar amount or alternate unit of measure that is then converted to a dollar amount on the reports generated by the food bank. Donations based on weight in pounds or kilograms will be converted into dollars via the prevailing Food Bank of Canada rate ($3.58/lb for example). Custom calculations such as Kilometers or fuel or other commodities will be converted to dollars via a reasonable conversion ratio that will be made available to the food bank upon request. Goodfinity is not required to disclose the conversion rate prior to billing fees. Any fees billed will be deemed payable upon receipt.

2.1.1.(A) Billable Reporting Reports will be considered generated and therefore incur fees if they have been generated by the food bank or an authorized user of the food bank with a donation amount listed on the report either dollars or a quantity convertible to dollars. Whether or not the report has been sent to the donor is not the determining factor for incurring fees. The food bank will have the option to send the report generated for a specific donation to as many as 5 different email or phone numbers or a combination of the 2 without incurring any additional charges as long the additional issues of the report are linked to the original donation and donor and not supplementary donations or different donors.

2.1.1.1 Account Billing Options.
Goodfinity's measurement tools will be used to determine Customer's usage of the Services. Customer may elect one of the billing options below or any other option offered by Goodfinity when Customer places its order for the Services.

1. **Flexible Plan.** If Customer selects this option, Customer will not be committed to purchase the Services for a pre-defined term, but will pay Fees based on its daily usage of the Services, billed monthly in arrears. Any partial day of Services usage will be rounded up to a full day of Services usage for the purposes of calculating Fees.
2. **Annual/Fixed-Term Plan.** If Customer selects this option, Customer will be committed to purchasing the Services for one or more annual terms (as selected by Customer), subject to Customer's right to cancel at any time under Section 8.4 (Cancellation at Any Time) and to the Handshake Guarantee in Section 8.7. Goodfinity will bill Customer according to the terms associated with Customer's elections on the Order Form. Goodfinity may change its offering of billing options (including by limiting or ceasing to offer any billing option) upon 30 days' notice to Customer and any such change will take effect at the beginning of Customer's next Order Term. Billing options may not be available to all customers. Customer may pay for the Services using the payment options listed in Section 2.2 (Payment) below.

2.2 Payment. All payments are due in the currency stated on the Order Form or invoice.

A. **Credit Card or Debit Card.** If Customer is paying with a credit card, debit card, or other non-invoice form of payment payments are due at the end of the month during which Customer received the Services. For credit cards or debit cards, as applicable: (i) Goodfinity will issue an electronic bill for all applicable Fees when due, and (ii) these Fees are considered overdue 30 days after the end of the month during which Customer received the Services.

B. **Invoices.** Payments for invoices are due 30 days after the invoice date (unless otherwise specified on the Order Form) and are considered overdue after such date.

C. **Other Forms of Payment.** Customer may change its payment method to any other method that Goodfinity may enable in the Admin Console, subject to acceptance by Customer of any additional terms applicable to that payment method.

D. **Payment Information.** Payments made via wire transfer must include the bank information provided by Goodfinity.

2.3 Taxes.

(a) Customer is responsible for any Taxes, and will pay Goodfinity for the Services without any reduction for Taxes. If Goodfinity is obligated to collect or pay any Taxes, the Taxes will be invoiced to Customer and Customer will pay such Taxes to Goodfinity, unless Customer provides Goodfinity with a timely and valid tax exemption certificate in respect of those Taxes.

(b) Customer will provide Goodfinity with any applicable tax identification information that Goodfinity may require under applicable law to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse Goodfinity for) any taxes, interest, penalties, or fines arising out of any mis-declaration by Customer.

2.4 Payment Disputes. Any payment disputes must be submitted in good faith before the payment due date. If Goodfinity, having reviewed the dispute in good faith, determines that certain billing inaccuracies are attributable to Goodfinity, Goodfinity will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If a disputed invoice has not yet been paid, Goodfinity will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice. Nothing in this Agreement obligates Goodfinity to extend credit to any party.

2.5 Delinquent Payments; Suspension. Late payments (which, for clarity, do not include amounts subject to a good faith payment dispute submitted before the payment due date) may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Goodfinity in collecting such delinquent amounts. Further, in the event of any late payment for the Services, Goodfinity may Suspend the Services.

2.6 No Purchase Order Number Required. Customer is obligated to pay all applicable Fees without any requirement for Goodfinity to provide a purchase order number on Goodfinity's invoice (or otherwise).

2.7 Price Revisions. Goodfinity may change the Prices at any time unless otherwise expressly agreed in an addendum or Order Form. Goodfinity will notify Customer at least 30 days in advance of any changes. Customer's pricing will change if and when Customer's Order Term renews after the 30-day period.

2.8 Data Configurations. The Services are provided on the Standard Data Configuration, described in the Privacy Policy at goodfinity.ca/privacy-policy, unless an Order Form or Statement of Work signed by both parties designates the Sovereign Data Configuration. The Sovereign Data Privacy Policy at goodfinity.ca/sovereign-data-privacy and any Sovereign Data Rider apply only to a deployment so designated, from the date the designation states, and cannot be elected by request or inferred from any statement on our website.

3. Customer Obligations.

3.1 Compliance. Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Services, and (c) promptly notify Goodfinity if Customer becomes aware of any unauthorized use of, or access to, the Services, Account, or Customer's password. Goodfinity reserves the right to investigate any potential violation of the AUP by Customer, which may include reviewing Customer Data.

3.2 Privacy. Customer is responsible for any consents and notices required to permit

1. Customer's use and receipt of the Services, and'
2. Goodfinity's accessing, storing, and processing of data provided by Customer (including Customer Data) under the Agreement.

3.3 Restrictions. Customer will not, and will not allow End Users to,

1. copy, modify, or create a derivative work of the Services;
2. reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law);
3. sell, resell, sublicense, transfer, or distribute any or all of the Services; or
4. access or use the Services

    (i) for High Risk Activities;
    (ii) in violation of the AUP;
    (iii) in a manner intended to avoid incurring Fees (including creating multiple Customer Accounts to simulate or act as a single Customer Account or to circumvent Service-specific usage limits or quotas);
    (iv) to engage in cryptocurrency mining without Goodfinity's prior written approval;
    (v) to place or receive emergency service calls, unless stated otherwise in the Service Specific Terms;
    (vi) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State;
    (vii) in a manner that breaches, or causes the breach of, Export Control Laws; or
    (viii) to transmit, store, or process health information subject to Canadian PIPEDA regulations or United States HIPAA regulations, except as permitted by an executed HIPAA BAA or Canadian equivalent.

3.4 Additional Products and Third-Party Offerings. Optional Additional Products and Third-Party Offerings may be available for use in conjunction with the Services, and may be enabled or disabled through the Admin Console. Any use of Additional Products is subject to the Additional Product Terms, which are incorporated by reference into the Agreement and which may be updated by Goodfinity from time to time. Any use of Third-Party Offerings is subject to separate terms and policies with the relevant service provider.

3.5 Administration of Services. Customer may specify through the Admin Console one or more Administrators who will have the right to access Admin Accounts. Customer is responsible for (a) maintaining the confidentiality and security of the End User Accounts and associated passwords and (b) any use of the End User Accounts. Customer agrees that Goodfinity's responsibilities do not extend to the internal management or administration of the Services for Customer or any End Users.

3.6 Abuse Monitoring. Customer is solely responsible for monitoring, responding to, and otherwise processing reports or emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names, but Goodfinity may monitor emails sent to these aliases to allow Goodfinity to identify Services abuse.

3.7 Requesting Additional End User Accounts During Order Term. Customer may purchase additional End User Accounts during an Order Term by means of an additional Order Form or by ordering via the Admin Console. Such additional End User Accounts will have a pro-rated term ending on the last day of the applicable Order Term.

3.8 Copyright. Goodfinity responds to notices of alleged copyright infringement and terminates the Accounts of repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the applicable Canadian and U.S. Digital Millennium Copyright Act.

3.9 Charitable Users. For registered charities that use the tools and services that are made available through this Goodfinity Website, you understand that your use of such tools and services is governed by the Goodfinity Terms of Service Agreement. Except to the extent permitted by copyright law, no copying or use of the material from this Website is permitted except in accordance with these Terms of Use, the Goodfinity Terms of Services Agreement or the express permission of Goodfinity. Goodfinity reserves the right to modify, change, discontinue or suspend the Website (and any services offered through the Website) in whole or in part, at any time, without prior notice to you. Goodfinity or any of its respective employees, agents, officers, directors or third party service providers (collectively, "Goodfinity and Goodfinity Service Providers") shall not be liable to you or any third party should Goodfinity exercise this right. You represent and warrant that any information or materials you provide to Goodfinity or post on its Website is accurate, truthful, not misleading, not confidential property of third parties, does not violate third party rights, and is offered in good faith. This includes, but is not limited to, information provided as part of any registration, to gain access to, or for use of any service offered on the Website. In addition you agree not to use the Website in connection with any of the activities restricted by the Acceptable Use Policy (AUP). Goodfinity reserves the right at any time, in its discretion, to remove any content or material.

4. Suspension.

4.1 AUP Violations. If Goodfinity becomes aware that Customer's or any End User's use of the Services violates the AUP, Goodfinity will notify Customer and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Goodfinity's request, then Goodfinity may Suspend all or part of Customer's use of the Services until the violation is corrected. Suspension of the Services may include removal or unsharing of content that violates the AUP.

4.2 Other Suspension. Notwithstanding Section 4.1 (AUP Violations), Goodfinity may immediately Suspend all or part of Customer's use of the Services (including use of the underlying Account) if

A. Goodfinity reasonably believes Suspension is needed to protect the Services, Goodfinity's infrastructure supporting the Services, or any other customer of the Services (or their end users);
B. there is suspected unauthorized third-party access to the Services;
C. Goodfinity reasonably believes that immediate Suspension is required to comply with any applicable law; or
D. Customer is in breach of Section 3.3 (Restrictions) or the Service Specific Terms. Goodfinity will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, Goodfinity will, unless prohibited by applicable law, notify Customer of the basis for the Suspension as soon as is reasonably possible. For Suspension of End User Accounts, Goodfinity will provide Customer's Administrator the ability to restore End User Accounts in certain circumstances.

5. Intellectual Property Rights; Protection of Customer Data; Feedback; Using Brand Features Within the Services.

5.1 Intellectual Property Rights. Except as expressly stated in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data, and Goodfinity retains all Intellectual Property Rights in the Services.

5.2 Protection of Customer Data. Goodfinity will only access, use, or otherwise process Customer Data in accordance with the Cloud Data Processing Addendum and will not access, use, or process Customer Data for any other purpose. Goodfinity has implemented and will maintain technical, organizational, and physical safeguards to protect Customer Data.

5.3 Customer Feedback. At its option, Customer may provide feedback or suggestions about the Services to Goodfinity ("Feedback"). If Customer provides Feedback, then Goodfinity and its Affiliates may use that Feedback without restriction and without obligation to Customer.

5.4 Using Brand Features Within the Services. Goodfinity will display within the Services only those Customer Brand Features that Customer authorizes by uploading them into the Services. Goodfinity will display those Customer Brand Features within designated areas of the web pages displaying the Services to Customer or its End Users. Customer may specify details of this use in the Admin Console. Goodfinity may also display Goodfinity Brand Features on such web pages or reports to indicate that the Services are provided by Goodfinity.

5.5 Beta Features. Goodfinity will have no liability under the Agreement (including any indemnification obligations) arising out of or related to any use of Beta Features by Company, its Affiliates, or its or their Clients or Company Partners. Any use of Beta Features will be solely at Company's own risk and may be subject to additional requirements as specified by Goodfinity. Goodfinity is not obligated to provide support for Beta Features and Google may, at its sole discretion, cease providing Beta Features as part of any Services.

6. Technical Support Services. Subject to payment of applicable Fees, Goodfinity will provide TSS to Customer during the Term in accordance with the TSS Guidelines. Certain TSS levels include a minimum recurring Fee as described at www.goodfinity.ca If Customer downgrades its TSS level during any calendar month, Goodfinity may continue to provide TSS at the same level and for the same TSS Fees as applied before the downgrade for the remainder of that month.

7. Confidential Information.

7.1 Obligations. The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to its and its Affiliates' employees, agents, subcontractors, or professional advisors ("Delegates") who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that its Delegates use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement.

7.2 Required Disclosure. Notwithstanding any provision to the contrary in this Agreement, the recipient or its Affiliate may also disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient or its Affiliate uses commercially reasonable efforts to (a) promptly notify the other party before any such disclosure of its Confidential Information, and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the recipient determines that complying with (a) and (b) could (i) result in a violation of Legal Process; (ii) obstruct a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

8. Term and Termination.

8.1 Agreement Term. The term of this Agreement (the "Term") will begin on the Effective Date and continue until the Agreement is terminated or not renewed as stated in this Section 8 (Term and Termination).

8.2 Renewal.

1. With a Flexible Plan. Order Terms for the Flexible Plan are monthly. At the end of each month, the Order Term will automatically renew for another month, unless canceled by Customer via the Admin Console.

2. With an Annual/Fixed-Term Plan. At the end of each Order Term for an Annual/Fixed-Term Plan, the Services will renew consistent with Customer's elections in the Order Form or Admin Console.

3. Generally. Customer may use the Admin Console to adjust the number of End User Accounts to be renewed. Customer will continue to pay Goodfinity the then-current Fees for each renewed End User Account unless Customer and Goodfinity mutually agree otherwise. No notice period applies to non-renewal: Customer may cancel at any time under Section 8.4 (Cancellation at Any Time).

8.3 Termination for Breach. To the extent permitted by applicable law, either party may terminate this Agreement immediately on written notice if (a) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice of the breach, or (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

8.4 Cancellation at Any Time. Customer may cancel the Services at any time through the Admin Console or by written notice to Goodfinity. No advance notice period applies. Cancellation takes effect at the end of the billing month in which notice is given (for an Annual/Fixed-Term Plan, at the end of the calendar month in which notice is given), and no further Fees accrue after that date.

8.5 Termination Due to Applicable Law; Violation of Laws. Goodfinity may terminate this Agreement and/or any applicable Order Form immediately on written notice if Goodfinity reasonably believes that (a) continued provision of any Service used by Customer would violate applicable law(s) or (b) Customer has violated or caused Goodfinity to violate any Anti-Bribery Laws or Export Control Laws.

8.6 Effect of Termination or Cancellation. On the effective date of cancellation or termination: (a) Customer's right to use the Services ends; (b) for thirty (30) days after that date, Customer may export all Customer Data in a commonly used, machine-readable format, and Goodfinity will assist on request; (c) Goodfinity will then permanently delete Customer Data in accordance with the Cloud Data Processing Addendum and will confirm the deletion in writing on request; and (d) Fees owed for Services provided up to the effective date are due on receipt of the final invoice.

8.7 8.7 Handshake Guarantee.
This Section gives effect to Goodfinity's Handshake Guarantee. If Customer cancels under Section 8.4 for any reason:

1. Registered charities. Where Customer is a registered charity, Goodfinity will donate to Customer an amount equal to the Fees paid for Customer's final month of Services (excluding Taxes, commission and processing fees) within thirty (30) days after the effective date of cancellation. "Registered charity" means a charity registered under the Income Tax Act (Canada) or an organization described in section 501(c)(3) of the United States Internal Revenue Code, as identified on the Order Form or in Customer's Account. The donation is made under this Agreement, and Goodfinity will not request an official donation receipt for it.
2. Annual/Fixed-Term Plans. Where Customer has paid in advance for an Annual/Fixed-Term Plan, Goodfinity will refund the Fees paid for any full months remaining in the Order Term after the effective date of cancellation, within the same thirty (30) days.
3. No other refunds. Except as stated in this Section 8.7 and in Section 13.5(b), and unless required by law, Fees are not refundable, and termination or non-renewal under any section of this Agreement (including the Cloud Data Processing Addendum) does not oblige Goodfinity to refund any Fees.

9. Publicity. Neither party may use the other party's Brand Features or issue, publish, or present a press release, blog post, speech, social media post, or investor relations call or announcement discussing Customer's use of the Services or this Agreement without the prior written consent of the other party, except as expressly permitted in this Agreement.

Subject to the preceding sentence, Customer may state publicly that it is a Goodfinity Cloud customer and display Brand Features in accordance with the Branding Guidelines. Goodfinity may use Customer's name and Brand Features in online or offline promotional materials of the Services. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

10. Representations and Warranties. Each party represents and warrants that (a) it has full power and authority to enter into the Agreement, and (b) it will comply with all laws applicable to its provision, receipt, or use of the Services, as applicable.

11. Disclaimer. Except as expressly provided for in the Agreement, Goodfinity does not make and expressly disclaims to the fullest extent permitted by applicable law (a) any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, title, non-infringement, or errorfree or uninterrupted use of the Services and (b) any representations about content or information accessible through the Services.

12. Limitation of Liability.
12.1 Limitation on Indirect Liability. To the extent permitted by applicable law and subject to Section 12.3 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any (a) indirect, consequential, special, incidental, or punitive damages or (b) lost revenues, profits, savings, or goodwill.

12.2 Limitation on Amount of Liability. Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid during the 12 month period (not including commission or processing feed) before the event giving rise to Liability, except Goodfinity's total aggregate Liability for damages arising out of or related to Services provided free of charge is limited to $5,000.

12.3 Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for: (a) its fraud or fraudulent misrepresentation; (b) its obligations under Section 13 (Indemnification); (c) its infringement of the other party's Intellectual Property Rights; (d) its payment obligations under the Agreement; or (e) matters for which liability cannot be excluded or limited under applicable law.

13. Indemnification.
13.1 Goodfinity Indemnification Obligations. Goodfinity will defend Customer and its Affiliates using the Services under Customer's Account and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that any Service or any Goodfinity Brand Feature, in each case used in accordance with the Agreement, infringes the third party's Intellectual Property Rights.

13.2 Customer Indemnification Obligations. Customer will defend Goodfinity and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Data or Customer Brand Features or (b) Customer's or an End User's use of the Services in breach of the AUP or Section 3.3 (Restrictions).

13.3 Exclusions. Sections 13.1 (Goodfinity Indemnification Obligations) and 13.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement, (b) a combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement, or (c) in the case of Goodfinity or any of its Affiliates as the indemnifying party, any Services provided to Customer free of charge.

13.4 Conditions. Sections 13.1 (Goodfinity Indemnification Obligations) and 13.2 (Customer Indemnification Obligations) are conditioned on the following: (a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 13.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 13.1 (Goodfinity Indemnification Obligations) or 13.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice. (b) Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

13.5 Remedies.

(a) If Goodfinity reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Goodfinity may, at its sole option and expense (i) procure the right for Customer to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing alternative that has materially equivalent functionality. (b) If Goodfinity does not believe the remedies in Section 13.5(a) are commercially reasonable, then Goodfinity may Suspend or terminate Customer's use of the impacted Services. If Goodfinity terminates the impacted Services, then Goodfinity will provide a pro-rata refund of any unearned Fees actually paid by Customer applicable to the period following termination of such Services.

14. Resold Customers. This Section 14 (Resold Customers) applies only if Customer orders the Services from a Reseller under a Reseller Agreement.

15. Miscellaneous.

15.1 Notices. Under the Agreement, notices to Customer must be sent to the Notification Email Address and notices to Goodfinity must be sent to the contact email. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.\

15.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the Agreement.

15.3 Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where (a) the assignee has agreed in writing to be bound by the terms of this Agreement, and (b) the assigning party has notified the other party of the assignment. Any other attempt to assign is void. If Customer assigns this Agreement to an Affiliate in another jurisdiction such that there is a change in the Goodfinity contracting entity this Agreement is automatically assigned to the new Goodfinity contracting entity.

15.4 Change of Control. If a party experiences a change of Control other than as part of an internal restructuring or reorganization (for example, through a stock purchase or sale, merger, or other form of corporate transaction), that party will give written notice to the other party within 30 days after the change of Control.

15.5 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

15.6 Subcontracting. Goodfinity may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

15.7 No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.

15.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

15.9 Severability. If any part of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

15.10 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

15.11 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

15.12 Canadian Governing Law
ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY BRITISH COLUMBIA LAW, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR PROVINCIAL COURTS OF KELOWNA, BRITISH COLUMBIA, CANADA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

15.13 Amendments.
Except as stated in Section 1.4(b) (Updates: To the Agreement), (c) (Updates: To the URL Terms), or (d) (Updates: To the Cloud Data Processing Addendum), any amendment to this Agreement after the Effective Date must be in writing, signed by both parties, and expressly state that it is amending this Agreement. For clarity, Goodfinity's provision of an updated URL in place of any URL stated in this Agreement will not constitute an amendment to or modification of the terms of the Agreement.

15.14 Survival.
The following Sections will survive expiration or termination of this Agreement: Section 2 (Payment Terms), Section 5 (Intellectual Property Rights; Protection of Customer Data; Feedback; Using Brand Features within the Services), Section 7 (Confidential Information), Section 8.6 (Effect of Cancellation or Termination), Section 8.7 (Handshake Guarantee), Section 11 (Disclaimer), Section 12 (Limitation of Liability), Section 13 (Indemnification), and Section 15 (Miscellaneous).

15.15 Entire Agreement.
This Agreement sets out all terms agreed between the parties and terminates and supersedes any and all other agreements between the parties relating to its subject matter, including any prior versions of this Agreement. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. The URL Terms are incorporated by reference into the Agreement. After the Effective Date, Goodfinity may provide an updated URL in place of any URL in this Agreement.

15.16 Conflicting Terms.
If there is a conflict between the documents that make up this Agreement, the documents will control in the following order (of decreasing precedence): the Order Form, the Cloud Data Processing Addendum, the remainder of the Agreement (excluding the URL Terms), and the URL Terms (other than the Cloud Data Processing Addendum).

15.17 Headers.
Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

15.18 Conflicting Languages.
If this Agreement is translated into any language other than English, and there is a discrepancy between the English text and the translated text, the English text will govern unless expressly stated otherwise in the translation. Unless otherwise specified, all references to "$" in the Agreement refer to Canadian dollars

15.19 Definitions.

"Account" means Customer's Goodfinity account credentials and correlating access to the Services under this Agreement.

"Additional Products" means products, services, or applications offered by Goodfinity or its affiliates that are not incorporated into the Services but that may be accessible for use in conjunction with the Services.

"Admin Account" means a type of End User Account that Customer may use to administer the Services.

"Admin Console" means the online console(s) or dashboard provided by Goodfinity to Customer for administering the Services.

"Administrators" mean the Customer-designated personnel who administer the Services to End Users on Customer's behalf, and have the ability to access Customer Data and End User Accounts. Such access includes the ability to access, monitor, use, modify, withhold, or disclose any data available to End Users associated with their End User Accounts.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, that prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Government officials include: any government employees, candidates for public office, members of royal families, and employees of government owned or government-controlled companies, public international organizations, and political parties.

"AUP" means the then-current acceptable use policy for the Services stated at www.goodfinity.ca/terms-conditions .

"BAA" or **"Business Associate Agreement"** is an amendment to the Agreement covering the handling of Protected Health Information (as defined in PIPA or HIPAA in the USA).

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"Branding Guidelines" means Goodfinity's then-current Goodfinity branding guidelines at www.goodfinity.ca/terms-conditions , as may be updated by Goodfinity from time to time.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under or in connection with this Agreement, and that is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Subject to the preceding sentence, Customer Data is considered Customer's Confidential Information.

"Control" means control of greater than 50 percent of the voting rights or equity interests of a party.

"Core Services" means the then-current "Core Services" as described in the Services Summary, excluding any Third-Party Offerings.

"Customer Data" means data submitted, stored, sent or received via the Services by Customer or its End Users.

"Data Processing Agreement" means the then-current terms describing data processing and security obligations with respect to Customer Data.

"Domain Email Address" means the email address on the Domain Name for use in connection with the Services.

"Domain Name" means the domain name specified in the Order Form to be used in connection with the Services.

"End Users" means the individuals who are permitted by Customer to use the Services and managed by an Administrator. For clarity, End Users may include employees of Customer Affiliates and other third parties.

"End User Account" means a Goodfinity-hosted account established by Customer through the Services in order for an End User to use the Services.

"Export Control Laws" means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce or Canadian equivalent, (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control Canadian equivalent, and (c) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State Canadian equivalent.

"Fees" means the product of the amount of Services, TSS, and Third-Party Offerings used or ordered by Customer multiplied by the Prices, plus any applicable Taxes.

"High Risk Activities" means activities where the use or failure of the Services would reasonably be expected to lead to death, personal injury, or environmental or property damage (such as the creation or operation of nuclear facilities, air traffic control, life support systems, or weaponry).

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

"Including" means including but not limited to.

"Indemnified Liabilities" means any (i) settlement amounts approved by the indemnifying party and (ii) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.

"Intellectual Property Rights" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

"Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"Notification Email Address" means the email address(es) designated by Customer in the Admin Console.

"Order Form" means an order form executed by Customer, or an order placed by Customer via a Goodfinity website, in either case specifying the Services Goodfinity will provide to Customer under the Agreement.

"Including" means including but not limited to.

"Indemnified Liabilities" means any (i) settlement amounts approved by the indemnifying party and (ii) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.

"Intellectual Property Rights" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

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"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"Notification Email Address" means the email address(es) designated by Customer in the Admin Console.

"Order Form" means an order form executed by Customer, or an order placed by Customer via a Goodfinity website, in either case specifying the Services Goodfinity will provide to Customer under the Agreement.

"Order Term" means the period of time starting on the Services Start Date or the renewal date (as applicable) and continuing for the period indicated on the Order Form unless terminated in accordance with this Agreement.

"Other Services" means the then-current "Other Services" as described in the Services Summary, excluding any Third-Party Offerings. "PIPEDA" means the Personal Information Protection and Electronic Documents Act, from the office of the Privacy Commissioner of Canada

"Prices" means the then-current applicable prices for the Services, unless otherwise agreed in an addendum or Order Form. Prices do not include Taxes.

"Service Specific Terms" means the then-current terms specific to one or more Services stated at www.goodfinity.ca/terms-conditions .

"Services" means the then-current Core Services and Other Services.

"Services Start Date" means either the start date stated in the Order Form or, if none is specified in the Order Form, the date Goodfinity makes the Services available to Customer.

"Services Summary" means the then-current services offered. "SLA" means the then-current service level agreement(s) at www.goodfinity.ca/terms-conditions .

"Suspend" or "Suspension" means disabling access to or use of the Services or components of the Services.

"Taxes" means all government-imposed taxes, except for taxes based on Goodfinity's net income, net worth, asset value, property value, or employment.

"Term" has the meaning stated in Section 8.1 (Agreement Term) of this Agreement.

"Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

"Third-Party Offerings" means third-party services, software, products, and other offerings that are not incorporated into the Services. Section