

Data Processing Agreement (GDPR)

Data Processing Agreement

Between: **Infoodle Ltd**, a company incorporated under New Zealand law, with registered offices at 44 Moffatt Road, Bethlehem, Tauranga, 3110, New Zealand, company number 1772795

Represented by **Richard Smith, Director**

Hereafter "Data Processor";

And :

a company incorporated under United Kingdom law, with registered offices at

, company number _____

Represented by _____, _____

Hereafter "Data Controller";

The Data Controller and the Data Processor may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS

(A) The Data Controller wishes to subcontract certain Services (as defined below), which imply the processing of personal data, to the Data Processor.

(B) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(C) The Parties agree this Data Processing Agreement is an addition to the standard terms and conditions and privacy policy as described in Schedule 1 and 2.

IT IS AGREED AS FOLLOWS:

1 Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement (including the recitals hereto) shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all Schedules, if any.

1.1.2 "Confidential Information" means all information disclosed by a Party to the other Party pursuant to this Agreement which is either designated as proprietary and/or confidential, or by its nature or the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential, including (but not limited to), information on products, customer lists, price lists and financial information.

1.1.3 "Service" means providing access to the infoodle software.

1.2 The clause headings in this Agreement are for reference purposes only and shall not be used in the interpretation thereof.

2 Object of this Agreement

2.1 The Data Processor shall perform the Services in accordance with the provisions of the Agreement.

3 Data Protection

3.1 As the performance of the Agreement and the delivery of the Services implies the processing of personal data, the Data Controller and the Data Processor shall comply with the applicable data protection legislation and regulations.

3.2 The Data Processor shall ensure that in relation to personal data disclosed to it by, or otherwise obtained from the Data Controller, it shall act as the Data Controller's data processor in relation to such personal data and shall therefore:

3.2.1 from 25 May 2018, create and maintain a record of its processing activities in relation to this Agreement; the Data Processor shall make the record available to the Data Controller, any auditor appointed by it and/or the supervisory authority on first request;

3.2.2 not process the personal data for any purpose other than to deliver the Services and to perform its obligations under the Agreement in accordance with the documented instructions of the Data Controller; if it cannot provide such compliance, for whatever reasons, it agrees to promptly inform the Data Controller of its inability to comply;

3.2.3 inform the Data Controller immediately if it believes that any instruction from the Data Controller infringes applicable data protection legislation and regulations;

3.2.4 not disclose the personal data to any person other than to its personnel as necessary to perform its obligations under the Agreement and ensure that such personnel is subject to statutory or contractual confidentiality obligations;

3.2.5 take appropriate technical and organisational measures against any unauthorised or unlawful processing, and to evaluate at regular intervals the adequacy of such security measures, amending these measures where necessary;

3.2.6 ensure that access, inspection, processing and provision of the personal data shall take place only in accordance with the need-to-know principle, i.e. information shall be provided only to those persons who require the personal data for their work in relation to the performance of the Services;

3.2.7 promptly notify the Data Controller about (i) any legally binding request for disclosure of the personal data by a data subject, a judicial or regulatory authority unless otherwise prohibited, such as the obligation under criminal law to preserve the confidentiality of a judicial enquiry, and to assist the Data Controller therewith (ii) any accidental or unauthorized access, and more in general, any unlawful processing and to assist the Data Controller therewith;

3.2.8 deal promptly and properly with all reasonable inquiries from the Data Controller relating to its processing of the personal data or in connection with the Agreement;

3.2.9 make available to the Data Controller all information necessary to demonstrate compliance with the applicable data protection legislation and regulations;

3.2.10 at the request and costs of the Data Controller, submit its data processing facilities for audit or control of the processing activities;

3.2.12 assist the Data Controller, subject to reasonable additional compensation, with the Data Controller's obligation under applicable data protection laws and regulations.;

3.3 Personal data processed in the context of this Agreement may not be transferred to a country outside the European Economic Area without the prior written consent of the Data Controller. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

Done in two original counterparts, one for each Party to this Agreement:

For the Data Controller	For the Data Processor
<i>Name</i>	Richard Smith
Place and date	Place and date Mt Maunganui, New Zealand
Signature	Signature
Name and title of the representative	Name and title of the representative Richard Smith Director

List of Schedules:

Schedule 1: Terms and Conditions

infoodle.com (the "Website") is a hosted service operated by Infoodle Limited ("the Licensor"). Any use of the Website is subject to the following Terms and Conditions of Use ("Terms and Conditions"), as well as to the Licensor's Privacy Policy, all of which are incorporated by reference into these Terms and Conditions. Your use of the Website constitutes your acceptance of these Terms and Conditions.

PARTIES

Infoodle Limited (the Licensor)

Physical address

55 Golf Road

Mt Maunganui

Tauranga 3116

New Zealand

The organisation you represent and has signed up (the Licensee)

BACKGROUND

The Licensor is the exclusive owner of the Software.

The Licensor has agreed to grant certain licenses to the Licensee to use the Software upon the terms and conditions contained in this agreement and by reference to the pricing page.

INTERPRETATION

In this agreement unless the context otherwise requires:

A reference to a person includes any other entity or association recognised by law and vice versa;

Words referring to the singular number include the plural number and vice versa;

Words referring to one gender include every other gender;

Any reference to any of the parties by their defined terms includes that party's executors, administrators and/or permitted assigns, or being a and/or company, its successors and/or permitted assigns, or being a trust, the trustees of such trust from time to time;

Every agreement or undertaking expressed or implied by which more entities than one agree or undertake any obligation and derive any benefit under this agreement binds and is for the benefit of such entities jointly and severally;

Clause headings are for reference purposes only;

Where any word or phrase is given a defined meaning in this agreement, any other part or speech or other grammatical form in respect of such word or phrase has a corresponding meaning;

A reference to a statute includes all regulations under and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;

All references to currency are to New Zealand currency;

"business day" means a day on which registered trading banks in New Zealand are open for business.

references to "holding company" and "subsidiary" have the meanings ascribed to them by s 5 of the Companies Act 1993 and "associated persons" has the meaning ascribed to it by subpart YB of the Income Tax Act 2007.

AGREEMENT :

1 Definitions

1.1 In this agreement unless the context otherwise requires the following expressions have the following meanings:

bug means an error in the Software design which affects its proper implementation in accordance with its written specification

Enhancement means upgraded, improved or modified versions of the Software and Enhanced has the same meaning

Licensee means the Licensee named above, and also includes any holding, subsidiary or associated person of the Licensee, agent or employee of the Licensee or any other third party or any other entity whatsoever over which the Licensee has control or is related to.

Schedule means the list of modules requested as identified in the sign up form. The list may change during the lifetime of this agreement with any changes made by request of the Licensee

object code means a program in a form capable of being loaded into a suitable computer and executed by the computer to perform a desired range of functions, this refers to the check in system where the Licensee licences this module.

the Software means the website and modules specified as identified on the pricing page.

source code means the set of computer language symbols which can be translated by compilation into a usable machine language object code format for the Software

the System means the computer hardware, including the Central Processing Unit, used to execute the web-based Software

use means utilisation of the Software by copying or transmitting the Software into the System for the processing of the System instructions or statements contained in such Software and copying the Software which is in machine readable form in whole or in part, in printed or machine readable form for use by the Licensee on the designated System for the limited purpose only of understanding the contents of such machine readable material and for backup.

2 Licence

2.1 The Licensee acknowledges that the Licensor is the exclusive owner of the Software. Upon execution of this agreement the Licensor grants and the Licensee accepts one non-transferable, non-exclusive New Zealand licence to access the System for the use of the Licensee.

2.2 Subject to the rights of termination contained in this agreement, the term of the licence granted under clause 2.1 is for the term of this agreement.

3 Licence fee

3.1 The Licensee agrees to pay the agreed monthly licence fee as identified in the pricing page to the Licensor for the use of the Software.

3.2 The licence fee must be paid by the Licensee to the Licensor in advance of the applicable period in the schedule.

3.3 Ad-hoc expenses such as text messaging will be invoiced during the first week of the month following their usage and must be paid by the 20th of that month. The Licensor reserves the right to suspend the relevant service if payment is not made in full by this due date.

3.4 The license fee may be increased by the Licensor giving the Licensee three (3) months written notice of such increase.

3.5 All licence fees quoted by the Licensor are deemed not to include any taxes, duties or such other additional sums including, but not limited to, Goods and Services Tax or any other tax, whether levied in respect of the licence, the Software, its use or in any other way whatsoever.

4 Licensee's undertakings

4.1 The Licensee undertakes with the Licensor:

Not to copy (other than for normal System operation and permitted use of the Software), reproduce, translate, adapt, vary or modify the Software nor to communicate the Software to any third party without the Licensor's prior written consent.

To supervise and control the use of the Software in accordance with the terms of the licence.

To replace the current version of the Software with any enhanced software immediately upon its receipt or, at the option of the Licensor, allow the Licensor to replace the Software with any enhanced software.

Not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code or source code), in any form to any person other than to those people who are part of the Licensee's organisation and are engaged in the operation of the System.

Not to permit any unauthorised third person to examine, repair or in any way alter the Software or to provide maintenance services in relation to the Software without the prior written consent of the Licensor. Further, the Licensee agrees that the Licensee will be fully responsible for all Licensor's costs of rectifying the Software should any such unauthorised action take place.

Ensure that their own computer systems are using software that is up to date, ideally no more than 3 years old to ensure the best environment to support the Licensor's software, as per clause 5.7.

5 Licensor's undertakings

5.1 The Licensor undertakes to make available information on upgrades to and Enhancements of the Software at no additional cost to the Licensee.

5.2 The Licensor undertakes upon the request of the Licensee to instruct members of the Licensee's staff in the use of the Software on the System for such fee (based on a time and attendance hourly rate) as may be notified from time to time by the Licensor to the Licensee.

5.3 The Licensor undertakes to do everything within the reasonable control of the Licensor to ensure that the Software is available to the Licensee for as much time as is possible. In particular, the Licensor will endeavor not to carry out any planned maintenance to the Software between the hours of 9 am and 5 pm on any business day.

5.4 The Licensor intends to provide ongoing improvements and maintenance of the Software to ensure the Software retains a high level of useful functionality. All such improvements will be made available to the Licensee during the term of this Agreement, provided that the Licensee is not in breach of any of its obligations pursuant to this Agreement.

5.5 Notwithstanding the provisions of clause 5.4 above or any other provision of this Agreement, the Licensor reserves the right to discontinue maintaining the Software. However, the Licensor will first provide the Licensee with 12 months notice of the Licensee's intention to discontinue maintaining the Software.

5.6 If (in respect of each item of the Software) the Licensee notifies the Licensor that there is a bug in the Software, the Licensor agrees to take all reasonable steps to rectify the bug and pay all costs incurred in respect of such steps.

5.7 The Licensor undertakes to ensure the software requirements on the Licensee's device is up to 3 years old. The Licensor's software may operate on software older than 3 years successfully, but the Licensor does not specifically support it.

5.8 The Licensor undertakes the appropriate security safeguards for personal information across a range of areas. This includes maintaining physical security, computer and network security, communications security and personnel security as well as security for storage in the cloud.

5.9 The Licensor agrees to its obligation to notify the Licensee immediately and no more than one business day after it becomes aware of an eligible breach. The contents of the notification will include where possible:

5.9 (a) identification and contact details of the entity whose information has been breached

5.9 (b) a description of the eligible breach including the date when the breach occurred.

5.9 (c) details of the personal information or data which has been the subject of the breach information concerned, and

5.9 (d) recommended steps that affected individuals should take in response to the eligible breach.

5.10 The Licensor agrees to provide assistance to the Licensee if following the report of an eligible data breach the Licensee is required to respond to any investigation or queries from any relevant regulator.

6 Licensor's liability

6.1 It is agreed that the Licensor is not liable to the Licensee for any loss or damage caused arising directly or indirectly in connection with this licence, the Software, its use or other application.

6.2 Notwithstanding the generality of clause 6.1 above the Licensor excludes liability for any consequential loss or damage which may arise in respect of the Software, its use, the System or in respect of any other equipment or property, or for loss of profit, business, revenue, goodwill or anticipated savings or for any indirect or consequential loss whatsoever.

6.3 The exclusions of liability referred to in this clause apply to liability in contract or in tort (negligence) and any other principle of legal liability. In the event that any limitation or provision contained in this agreement is held to be invalid for any reason and the Licensor becomes liable for loss or damage that would otherwise have been excluded, it is agreed that such liability is limited to the amount paid by the licensee over the previous 12 months.

6.4 Each limitation or exclusion in this clause and each protection given to the Licensor by any provision of this clause is to be interpreted as a separate limitation or exclusion applying and surviving even if for any reason any of the provisions is held inapplicable in any circumstances.

6.5 Nothing in this clause limits the right of the Licensee to enforce this agreement by seeking an order for specific performance in any court of competent jurisdiction.

6.6 This clause 6 survives termination of this agreement.

7 Intellectual property rights

7.1 The Licensee acknowledges that any and all of the trade marks, trade names, copyrights, patents and any other intellectual property rights whatsoever used or embodied in or in connection with the Software are and remain the exclusive property of the Licensor at all times. The Licensee agrees that it will not during or at any time after the expiry or termination of this agreement in any way question or dispute the ownership by the Licensor of any such rights.

7.2 In the event that new inventions, designs or processes evolve in the performance of or as a result of this agreement, the Licensee agrees that such rights are the property of the Licensor unless otherwise agreed in writing by the Licensor. The Licensee agrees to transfer (and procure that any person within its control transfers) such rights to the Licensor upon the Licensor's request but at the Licensor's expense.

8 Confidential information

8.1 (a) All information, data, drawings, specifications, documentation, software listings, source or object codes which the Licensor may have disclosed or given to or may from time to time disclose or give to the Licensee relating to the Software or the System or both, are proprietary, secret and confidential to the Licensor.

8.1 (b) The Licensee agrees with the Licensor that it will use such materials solely in accordance with the provisions of this agreement and that it will not at any time during or after the expiry or termination of this licence, disclose those materials whether directly or indirectly to any third party without the Licensor's prior written consent.

8.2 The Licensee further agrees with the Licensor that it will not itself or through any holding, subsidiary or associated person, agent, third party or any other entity whatsoever, modify, vary, enhance, copy, sell, lease, license, sub-license or otherwise deal with the Software or any part or parts or variations, modifications, copies, releases, versions or Enhancements of the Software or have any software or other program written or developed for itself based on any confidential information supplied to it by the Licensor.

8.3 All information relating to the parties' respective businesses and/or organizational activities which they may have disclosed or given to or may from time to time disclose or give to the other must be kept strictly confidential by the disclosee. However, nothing in this clause prevents the Licensor from exercising any of its rights in respect of the Software which may be permitted or authorised by this agreement.

8.4 The parties agree that, subject to the requirements of applicable law, the terms of this Software Licence Agreement are strictly confidential and are not to be disclosed to any third party apart from the professional advisors of the respective parties, including any employee, agent or associated person of the Licensee.

8.5 The Licensor acknowledges that, subject to the provisions of clause 12.1(b) of this agreement and subject also to the requirements of any applicable law, any information that the Licensee stores on the Software is both confidential and the property of the Licensee. Any such information is not to be accessed by the Licensor other than as required to fulfill the obligations of the Licensor pursuant to the terms of this Agreement.

9 Delivery

9.1 Upon receipt of payment the licensee will be issued a login which enables access to their infoodle site.

10 Term

10.1 This Agreement shall continue until it is terminated in accordance with the provisions of clause 11 of this Agreement, or any other provision of this Agreement that provides for termination of this Agreement.

11 Termination

11.1 This agreement continues until it is terminated:

11.1 (a) By agreement between the Licensor and the Licensee; or

11.1 (b) By operation of any of the provisions of clause 11.2 below; or

11.1 (c) By the licensor giving twelve (12) months notice or the licensee giving one (1) months written notice of termination to the other party. No reason shall be required to be given by the terminating party if the Agreement is terminated in accordance with this clause

11.2 Notwithstanding any delay, previous neglect or waiver of their respective rights under this clause one party may terminate this agreement if any of the following events occur in relation to the other party:

11.2 (a) by the relevant party breaching this agreement and such breach is incapable of being remedied, or, if capable of being remedied, continues unremedied for 10 business days after written notice of such breach has been given to the relevant party by the other party;

11.2 (b) if the relevant party commits an act of bankruptcy or makes any assignment or composition with its creditors;

11.2 (c) any of the conditions necessary to render the relevant party liable to be wound up exists;

11.2 (d) the relevant party is or becomes unable to pay its debts as they fall due or is deemed or is unable to pay such debts as defined in any applicable limited company legislation or suspends payment to its creditors or ceases or threatens to cease to carry on its business or convenes a meeting of its creditors to propose a scheme of arrangement with its creditors;

11.2 (e) if a petition for the winding up of the relevant party is presented or advertised or a resolution is passed or purports to be passed for the winding up of the relevant party;

11.2 (f) the relevant party has a receiver or manager or statutory manager appointed;

11.2(g) the relevant party transfers or disposes of or threatens to transfer or dispose of a substantial part of its assets for inadequate consideration;

11.2 (j) if without the prior consent in writing of the other party (such consent not to be unreasonably withheld) the relevant party reduces its share capital or convenes a meeting of its members for the purpose of passing a resolution reducing its share capital;

11.2(k) If the Licensee, being a Trust (including a Trust Board) company, or other incorporated or unincorporated entity is wound up, ceases to exist or ceases to carry out its core activities.

11.3 The Licensor will not provide a refund for any unused period.

12 Consequences of termination

12.1 Upon termination of this agreement:

12.1 (a) the Licensee will return to the Licensor copies of all software [and/or source code, object code, manuals, electronic storage media, documentation] delivered to the Licensee or obtained by the Licensee during the term of and relating to the performance of this agreement ("the Confidential Information"), or, at the option of the Licensor, the Licensee will destroy or erase the Confidential Information and certify through a responsible officer of the Licensee that such destruction or erasure has occurred and that no copies or storage of such Confidential Information remains in existence.

12.1 (b) provided that the Licensee is not in breach of any of the Licensee's obligations pursuant to this Agreement, the Licensor shall assist the Licensee to return all of the information that the Licensee has stored on the Software to the Licensee.

13 Force Majeure

13.1 Neither party is in breach of this agreement if its breach is caused by an act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the control of either party.

13.2 If either party is unable to perform its duties and obligations under this agreement as a direct result of any such reasons that party must give immediate written notice to the other of such inability stating the reason.

13.3 The operation of this agreement will be suspended during the period (and only during the period) in which the reason continues. Immediately upon the reason ceasing to exist the party relying upon it must give written advice to the other of this fact.

13.4 If the reason continues for a period of more than 60 business days and substantially affects the commercial basis of this agreement the parties agree to consult together for the purposes of agreeing what action should be taken in the circumstances and, if appropriate, must negotiate in good faith to amend and modify appropriately the provisions and terms of this agreement as necessary to deal with the reason for the inability to perform.

13.5 If such negotiations are unsuccessful the party not claiming relief under this clause has the right to terminate this agreement upon giving 20 business days written notice of such termination to the other party in which event clause 12 will apply.

14 Severance

14.1 If any term of this agreement is illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, legislation or other provisions having the force of law or any

decision of any court or other body or authority having jurisdiction, such term will be deemed to be deleted from this agreement on condition that if either party considers that any such deletion substantially affects or alters the commercial basis of this agreement it may give notice in writing to the other to terminate this agreement immediately in which event clause 7 will apply.

15 Notices

15.1 Any notice, document, request, demand or other communication ("notices") to be given for the purposes of this agreement must be in writing and may be served personally or sent by registered mail to the address of the party identified in the sign up form or such other address as that party may notify the other party in writing, from time to time or by facsimile to the facsimile or electronic mail address of that party or such other facsimile or electronic mail number as that party may notify the other party, in writing, from time to time.

15.2 Notices given:

15.2 (a) personally are deemed served upon delivery;

15.2 (b) by post (other than airmail) or document exchange are deemed served 5 business days after posting;

15.2 (c) by airmail are deemed served 10 days after posting;

15.2 (d) by facsimile or electronic mail are deemed served upon receipt of the correct answer-back or receipt code in the case of facsimile and by written or email confirmation of receipt by the recipient in the case of electronic mail.

15.3 Any such notice which has been served on a non-business day is deemed served on the first business day after such day.

15.4 A notice may be given by an authorised officer, employee or agent of the party giving the notice.

15.5 Notice may be given personally to a director, employee or agent of the party at that party's address or to a person who appears to be in charge of that place at the time of delivery or, if such delivery is not practicable at that time, in the case of a company, to any person who is named as a director of the company on the companies country Register of Companies at that time. If the party is a natural person, partnership or association delivery may be made by handing the notice to that person or any partner or responsible person or, if acceptance is refused, by bringing the notice to the attention of, and leaving it in a place accessible to, the person, partner or responsible person.

15.6 Time is of the essence.

16 Assignment

16.1 The Licensee may not sell, transfer, assign, license, franchise, perform on behalf of a third party or otherwise part with possession of, mortgage, charge or encumber any right or obligations under this agreement without the prior written consent of the Licensor (which consent cannot be unreasonably withheld). In the case of such assignment, the Licensor may require that:

16.1 (a) The Licensee must pay all fees and expenses (including legal fees on a solicitor/client basis) incurred by the Licensor in connection with the investigation of the proposed assignee or other third party and otherwise relating to the proposed assignment or dealing; and

16.1 (b) the proposed assignee or other third party agrees in writing with the Licensor to observe and perform the terms, conditions and restrictions applying to the Licensee in this agreement whether express or implied as if the proposed assignee or other third party was an original contracting party to this agreement.

17 Dispute Resolution

17.1 Any dispute or difference which may arise between the parties concerning the interpretation of this agreement or relating to any other matter arising under this agreement will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

17.2 If the parties cannot resolve a dispute or difference within fifteen working days of any dispute or difference arising then, unless otherwise expressly provided herein, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using an independent mediator. The rules governing any such mediation if adopted will be agreed between the parties or as selected by the organization known as the Arbitrators and Mediators Institute of NZ Inc or any similar body if there is no longer an Arbitrators and Mediators Institute of NZ Inc at the time that such selection is required. The decision of this mediation will be final and binding on both parties.

18 General Provisions

18.1 Entire agreement. The parties have been legally advised in relation to the section 4 of the Contractual Remedies Act 1979 (Statements during negotiation for a contract) and acknowledge that this agreement sets forth the entire agreement and understanding of the parties and supersedes all prior to oral or written agreements, understandings or arrangements relating to its subject matter.

18.2 Amendment. This agreement cannot be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the parties.

18.3 No waiver. No failure or delay on the part of either party to exercise any right or remedy under this agreement is a waiver of such right or remedy nor does any single or partial exercise of any right or remedy under this agreement preclude the exercise of any other right or remedy or preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this agreement are cumulative and are not exclusive of any rights or remedies provided by law.

18.4 Costs. Each of the parties is responsible for its respective legal and other costs incurred in relation to the preparation of this agreement.

18.5 Further assurance. Each party agrees with due diligence to execute all deeds, assignments and documents and to perform all acts and things as the other party may reasonably require to carry out the terms of this agreement.

19 Governing law

19.1 This agreement is governed by and construed in accordance with the laws of New Zealand for the time being in force, and the parties agree to submit to the non-exclusive jurisdiction of the courts of New Zealand.

Version 25 May 2018

Schedule 2 : Privacy Policy

Privacy is important, particularly in relation to the focus of the role infoodle performs for its clients. We want to be clear in respect to what information is collected, by what part of our business, for what purposes. To try and clarify this process we've broken it up into sections depending on which aspect of the business it refers to.

1 Data collected by infoodle for infoodle Ltd

This section relates to infoodle Ltd. We are a commercial business and as such need to ensure we are able to find and sell to potential customers and ensure we are caring appropriately for the clients we have. To do this we need to gather and use your data.

What information is collected

We collect information about you when you provide it to us directly through forms on our website or given directly to us at conferences and other events.

We record discussions we've had with you in brief note form following an interaction with you. This can include responses to emails you have sent us.

We collect information you specifically input into our public help site for the purpose of asking and discussing questions.

We collect anonymous tracking data about your use of our website <http://www.infoodle.com> and <http://help.infoodle.com>.

How the information is used

We use the information you provide us to establish a commercial relationship with you, specifically for providing further information about infoodle and its products, invoicing and payment.

We use the data we collect concerning the use of our websites to ensure we are targeting our content correctly so as to get the best use of our website. The anonymous data is passed to the web analytics product created by Google (www.google.com/analytics)

Where is the data stored?

We store the commercial information in New Zealand on our New Zealand servers.

We store information required for accounts in www.xero.com

Backups of New Zealand servers are stored in New Zealand

2 Data collected by infoodle for the purpose of supporting users of infoodle software

Because infoodle is a software product, and we often hand-hold our clients through the process of loading, configuring and using the software, we need to access your data for the purpose of providing the correct support.

What information is collected

We collect information you specifically provide to us using the support forms available within our product.

How the information is used

Completed support forms and questions on our help system are fed into our ticketing system in order to provide the assistance you need.

Where is the data stored?

We store requests and responses to support requests using www.freshdesk.com

Who has access to our data?

Identified support people employed by infoodle will access your site only on the request of support from you and for the sole purpose of guiding you through the specific question or issue at hand. A log of infoodle logins is available through your site.

3 Data collected by infoodle sites for infoodle clients

As the infoodle software is being used, there are certain activities that take place which the infoodle client has no control over. These are processes managed and controlled by infoodle.

What information is collected

We collect anonymous tracking data about your use of your infoodle site.

We collect crash reports locally, and also send anonymous usage data to 3rd party crash tracking sites.

How the information is used

The anonymous data collected and crash reports are used to provide infoodle support staff with the data needed to resolve questions or issues.

Where is the data stored?

We have servers in the following locations; Sydney Australia, San Francisco United States, Ireland and New Zealand. Clients sites are established on a data centre in their country, or the nearest data centre if we currently don't have a data centre in that country. All European customers are hosted in Ireland.

Backups for each server is retained within the same country as the server.

4 Data collected by infoodle software by infoodle clients

The infoodle software exists so that its clients can collect data. This happens in a controlled and flexible way.

What information is collected

Infoodle has no direct or indirect control over what data is collected by its clients and stored in infoodle. It is at the clients complete control and discretion. For the purposes of data protection, infoodles client is the data controller.

How the information is used

Infoodle clients may chose to use, or configure infoodle software to send data to other 3rd party sites. This includes www.sparkpost.com (for sending emails), HMRC (for Gift aid filing), Xero (for transaction processing), Text gateway services (for sending texts), Payment

gateways services (for processing payments), www.mailchimp.com (for email list management) and API gateway services (for building content in other systems).

Where is the data stored?

This data is stored alongside the other site data as described in section 3.

Data stored by 3rd part sites is under the control of those parties and as such infoodle has no control over them.

5 Data collected from other services and stored by infoodle software

Part of infoodles capabilities is to include data stored and managed by other systems, and collate that data, connecting it to the data held in infoodle.

What information is collected

At the discretion of infoodles' client, infoodle can be used to collect information from other services. These include:

- www.xero.com : for personal and donation information
- www.mailchimp.com : for names and email addresses

Where is the data stored?

This data is stored alongside the other site data as described in section 3.

6 Other services

As part of the infoodle offering, we include usage and access to other products which are not controlled by Infoodle Ltd in any way. These include

- Slack.com for providing a discussion support channel
- Payment gateways so your infoodle site has ability to take payments
- Text gateways so your infoodle site has the ability to send text messages
- Email gateways so your infoodle site has the ability to send emails
- Mobile apps so you can provide your infoodle data via a mobile app
- API integration services so you can share your infoodle data with other applications of your choosing

Each of these 3rd party systems have their own privacy policies and are selected and used at the discretion and control of infoodles client.