DATA PROTECTION ADDENDUM
(EU Standard Contractual Clauses)

This Data Protection Addendum ("DPA") effective as at 20/05/2018 ("DPA Effective Date"), executed by and between Made WIth Ed Pty Ltd t/as Funraisin ("Funraisin") and the Customer forms a part of the Funraisin Subscriber Agreement (the "Agreement") and reflects the parties' agreement with respect to the Processing of Personal Data in accordance with the requirements of Data Protection Laws. All capitalised terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Service to You pursuant to the Agreement, Funraisin may Process Personal Data on behalf of You. You agree to comply with the following provisions with respect to any Personal Data submitted by or for You to the Service or collected and Processed by or for You using the Service.

1. DEFINITIONS

"Customer" means the party to the Agreement that receives the Funraisin Services.

"Data Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.

"Data Protection Laws" means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including EU Data Protection Laws.

"Data Subject" means the individual to whom Personal Data relates.

"EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data ("Directive"); and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR").

"Personal Data" means any information relating to an identified or identifiable natural person that Customer submits or provides to the Funraisin Services.

"Process" or "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Sub-processor" means any Data Processor engaged by Funraisin that processes Personal Data under this DPA for the provision of Services. Sub-processors may include third parties.

"Security Breach" means any unauthorised or unlawful breach of security leading to, or reasonably believed to have led to, the accidental or unlawful destruction loss, alteration, unauthorised disclosure of or access to Personal Data.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Data Controller and Funraisin is a Data Processor.

2.2 Customer's Processing of Personal Data. Customer agrees that: (i) it shall comply with its obligations as a Data Controller under Data Protection Laws in respect of the Processing of Personal Data and any Processing instructions it issues to Funraisin; and (ii) it has provided notices and obtained (or will obtain) all consents and rights necessary for Funraisin to Process Personal Data pursuant to the Agreement and this DPA.

2.3 Funraisin's Processing of Personal Data. As a Data Processor, Funraisin shall only Process Personal Data for the purposes of providing the Funraisin Services on behalf of and in accordance with Customer's documented lawful instructions and as set forth in the Agreement and this DPA. For these purposes, Customer instructs Funraisin to Process Personal Data for the following purposes: (i) in accordance with Appendix 1 of Standard Contractual Clauses in Attachment 1; (ii) to perform the Funraisin Services in accordance with the Agreement and this DPA; (ii) to perform any steps necessary for the performance of the Agreement and this DPA; and/or (ii) to comply with other reasonable instructions provided by Customer (e.g., via email) provided such instructions are consistent with the terms of the Agreement and this DPA (collectively, the "Instructions"). The parties agree that the Instructions are the Customer's complete and final instructions to Funraisin in relation to Processing of Personal Data. Processing outside the scope of Instructions (if any) will require prior written agreement between Funraisin and Customer (each acting reasonably) on additional instructions for Processing, including agreement on any additional fees Customer will pay to Funraisin for carrying out such instructions.

3. COOPERATION

3.1 Correction, Blocking and Deletion. To the extent Customer, in its use of the Funraisin Services, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws, Funraisin shall (at Customer's expense) comply with any commercially reasonable request by Customer to facilitate such actions to the extent Funraisin is legally permitted to do so. Following expiration of the Agreement, Funraisin shall delete or return to Customer all Personal Data in its possession in accordance with the terms of the Agreement and save to the extent Funraisin is required by applicable law to retain some or all of the Personal Data (in which case, Funraisin shall implement reasonable measures to isolate the Personal Data from any further processing).

3.2 Data Subject Requests. Funraisin shall, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject for access to, correction, amendment or deletion of that person's Personal Data. To the extent Customer is unable to access the relevant Personal Data through the Funraisin Services, Funraisin shall (at Customer's expense) provide reasonable co-operation to assist Customer to respond to any such requests from individuals or applicable data protection authorities relating to the Processing of Personal Data under the Agreement, including requests from individuals relating to the exercise of their rights under EU Data Protection Laws. In the event any such request is made directly to Funraisin, Funraisin shall not respond to such communication directly without Customer's prior authorisation, unless legally compelled to do so. If Funraisin is required to respond to such request, Funraisin will promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

3.3 If Funraisin is required to respond to a subpoena, court order, warrant, audit or agency action and that occurrence demands that Funraisin discloses any Personal Data, Funraisin will promptly notify the Customer and provide Customer with a copy of the demand, unless legally prohibited from doing so.

3.4 To the extent Funraisin is required under Data Protection Laws, Funraisin will (at Customer's expense) provide reasonably requested information regarding the Funraisin Services to enable the Customer to carry out data protection impact assessments and prior consultations with data protection authorities as required by law.

4. SECURITY MEASURES AND DATA BREACH RESPONSE

4.1 Security Measures. Funraisin will implement and maintain appropriate technical and organisational security measures to protect Personal Data from Security Breaches and to preserve the security and confidentiality of the Personal Data ("Security Measures").

4.2 Updates to Security Measures. Customer acknowledges that the Security Measures are subject to technical progress and development and that Funraisin may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Funraisin Services.

4.3 Personnel. Funraisin shall take commercially reasonable steps to ensure the reliability of any Funraisin personnel engaged in the Processing of Personal Data, including ensuring that any person who is authorised by Funraisin to process Personal Data has committed themselves to confidentiality or under an appropriate statutory obligation of confidentiality.

4.4 Security Breach Response. Funraisin will notify Customer, without due delay and in any event no later than 48 hours after becoming aware, of any Security Breach and will provide all assistance and information reasonably requested by Customer. Funraisin shall document the Security Breach and the facts surrounding it, the effects and any remedial action taken. Funraisin will use reasonable endeavors to mitigate and, where possible, to remedy the effect of, any Security Breach in accordance with the Security Measures.

5. AUDITS

5.1 Upon Customer's request, Funraisin will provide Customer with copies of any relevant audit report summaries and/or certifications reasonably required by Customer to verify Funraisin's compliance with this DPA ("Audit Information"). The Customer acknowledges that the Audit Information constitutes Funraisin's confidential information and it will protect such information in accordance with confidentiality provisions of the Agreement. Funraisin will answer all reasonable questions related to data protection that Customer may have in connection with the Audit Information in a prompt and timely manner.

6. SUBPROCESSORS

6.1 Sub-processors. Customer agrees that in connection with the provision of the Funraisin Services, Funraisin may appoint Sub-processors to process Personal Data under the Agreement. Funraisin shall ensure that any such Sub-processors will be obliged to protect the Personal Data in a manner that is substantially similar to the standards set forth in this DPA. Funraisin shall remain responsible for any breaches of this DPA that are caused by such Sub-processors to the same extent as it is liable under the Agreement.

A list of the Sub-processors that Funraisin currently engaged to support it in the provision of the Services is attached at Attachment 2. Funraisin shall provide via email or reasonable means an updated version of this list upon written request by Customer.

6.2 Changes to Sub-Processors. Notwithstanding Customer's general upfront consent to Sub-processors pursuant to Section 6.1 above, Funraisin agrees: (a) to provide at least thirty (30) days' prior notice to Customer of the engagement of any new Sub-processor; and (b) where

Customer, within ten (10) calendar days of receiving such notice objects to a new Sub-processor on reasonable data protection grounds, then the parties will discuss such concerns in good faith with a view to achieving resolution. If the parties are unable to find a mutually agreeable resolution within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate solely the portions of the Agreement in respect only to those Funraisin Services which cannot be provided by Funraisin without the use of the objected-to new Sub-processor, by providing written notice to Funraisin.

7. ADDITIONAL TERMS FOR EU PERSONAL DATA

7.1 Data Transfers from the EEA (including the UK) and Switzerland. The Standard Contractual Clauses (for Processors) in Attachment 1 ("Standard Contractual Clauses") and the additional terms in this Section 7 will apply to the Processing of Personal Data by Funraisin originating from the European Economic Area (EEA) (including the UK) and/or Switzerland to any country or recipient: (i) not deemed by the European Commission as providing an adequate level of protection for Personal Data; and (ii) not covered by a suitable framework recognised by the relevant authorities or courts as providing an adequate level of protection for Personal Data.

7.2 Application of Standard Contractual Clauses. This Section 7 sets out the parties' interpretation of their respective obligations under specific Clauses in the Standard Contractual Clauses identified below. Where a party complies with the interpretations set out in this Section 7, that party shall be deemed by the other party to have complied with its commitments under the Standard Contractual Clauses. References to (i) "data importer" and "data exporter" shall have the meanings given to them in the Standard Contractual Clauses; and (ii) "Clause" and "Clauses" shall mean clause and clauses in the Standard Contractual Clauses.

7.3 Funraisin may terminate the Standard Contractual Clauses if Funraisin offers an alternative means to Customer that complies with the Data Protection Laws for the transfer and Processing of Personal Data outside the EEA or Switzerland to any country not deemed by the European Commission as providing an adequate level of protection.

7.4 Clause 4(h) and Clause 8: Disclosure of the Standard Contractual Clauses. Data exporter agrees that the Standard Contractual Clauses constitute data importer's Confidential Information as that term is defined in the Agreement and may not be disclosed by data exporter to any third party without data importer's prior written consent unless permitted pursuant to the Agreement. This shall not prevent disclosure of these Clauses to a data subject pursuant to Clause 4(h) or a supervisory authority pursuant to Clause 8.

7.5 Clause 5(a): Suspension of data transfers and termination. For the purposes of Clause 5(a) of Standard Contractual Clauses, the parties agree that the Instructions (as defined above) set out data exporter's complete and final instructions to Funraisin for the Processing of Personal Data. The parties acknowledge that if data importer cannot provide such compliance for

whatever reason, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of Personal Data and/or terminate the Agreement. If the data exporter intends to suspend the transfer of Personal Data and/or terminate the Standard Contractual Clauses, it shall endeavor to provide notice to the data importer and provide data importer with a reasonable period of time to cure the non-compliance ("Cure Period"). If after the Cure Period the data importer has not or cannot cure the non-compliance then the data exporter may suspend or terminate the transfer of Personal Data immediately. The data exporter shall not be required to provide such Cure Period in instance where it considers there is a material risk of harm to data subjects or their Personal Data.

7.6 Clause 5(f): Audit. The parties agree that Section 5 of this DPA governing audit rights under the DPA, shall also govern the Customer's audit rights under the Standard Contractual Clauses. In the event that Customer wishes to exercise its audit rights under Standard Contractual Clauses (including under Clause 5(f) and Clause 12(2)), then Section 5 of this DPA shall exclusively govern the parties' obligations with respect to such audits.

7.7 Clause 5(h) and Clause 11: Onward sub-processing. Customer provides a general consent to Funraisin, pursuant to Clause 11, to engage onward subprocessors. Such consent is conditional on Funraisin's compliance with Section 6.1, which collectively ensures that the onward subprocessor will provide adequate protection for the Personal Data that it Processes.

7.8 Clause 5(j): Disclosure of Sub-Processor Agreement. The parties agree that at a data exporter's reasonable written request, Funraisin shall promptly provide copies of the sub-processor agreements pursuant to Clause 5(j) of the Standard Contractual Clauses. The parties further acknowledge that, pursuant to the subprocessor's confidentiality restrictions, data importer may be restricted from disclosing onward sub-processor agreement to data exporter. Notwithstanding this, data importer shall use reasonable efforts to require any Subprocessor to permit it to disclose the relevant sub-processor agreement to data exporter. Funraisin may remove or redact all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent.

7.9 Clause 12(i). The parties agree that in satisfaction of Clause 12(i), on the completion or termination of the Agreement, Funraisin shall, upon Customer's written request, delete or return all Personal Data in accordance with Section 3.1 of this DPA.

7.10 No Variation. Nothing in this Section 7 varies or modifies the Standard Contractual Clauses nor affects any supervisory authority's or data subject's rights under the Data Protection Clauses.

8. GENERAL PROVISIONS

8.1 Termination. This DPA and the Standard Contractual Clauses will terminate simultaneously and automatically with the termination or expiry of the Agreement.

8.2 Limitation of Liability. For the avoidance of doubt, any claim or remedies the Customer may have against Funraisin, any of its affiliates and their respective employees, agents and sub-processors arising under or in connection with this DPA, including: (i) for breach of this DPA; (ii) as a result of fines (administrative, regulatory or otherwise) imposed upon Customer; (iii) under EU Data Protection Laws, including any claims relating to damages paid to a data subject; and (iv) breach of its obligations under any associated Standard Contractual Clauses, will be subject to any limitation of liability provisions (including any agreed aggregate financial cap) that apply under the Agreement. Notwithstanding this, the Customer's maximum recovery arising out of any claim against Funraisin, its affiliates and their respective employees, agents and subprocessors for any losses howsoever caused by Funraisin shall be limited to Funraisin's recovery from that third party sub-processor where such recovery is less than the maximum aggregate liability set out in the Agreement.

8.3 Governing Law and Jurisdiction. This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, except to the extent that applicable Data Protection Law and/or Standard Contractual Clauses require otherwise, in which event this DPA and/or Standard Contractual Clauses (as applicable) will be governed in accordance with applicable Data Protection Law and be subject to the jurisdiction of the relevant Data Controller (or data exporter in the case of the Standard Contractual Clauses).

8.4 Conflict. In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses in Attachment 1, the Standard Contractual Clauses shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as indicated below.

Funraisin	Customer
Signature	Signature
Name:	Name:
Position:	Position:

ATTACHMENT 1
STANDARD CONTRACTUAL CLAUSES

Commission Decision C(2010)593
Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

The entity identified as the data exporter the appendices of these Contractual Clauses

(the data exporter)

And

Made With Ed Pty Ltd t/as Funraisin (ABN 90 147 629 150) established in Australia

(the data importer)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1
Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such Data[1];

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2
Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

---

[1] Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

Clause 3
Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4
Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
> (i) that, in the event of subprocessing, the processing activity is carried out in accordance with
> Clause 11 by a subprocessor providing at least the same level of protection for the personal
> data and the rights of data subject as the data importer under the Clauses; and
> (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5
Obligations of the data importer[2]

The data importer agrees and warrants:

---

[2] Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:
      (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
      (ii) any accidental or unauthorised access, and
      (iii) any request received directly from the data subjects without responding to that request,
      unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6
Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7
Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
    (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8
Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9
Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10
Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause 12

Clause 11
Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor

which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses[3]. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12
Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

---

[3] This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter: The data exporter is the organisation signing these Clauses and identified as the "Customer" in the Data Protection Addendum to which these clauses are appended ("DPA"). The data exporter will transfer personal data to Funraisin in accordance with these Clauses in connection with the use of the Services (defined below).

Data importer: The data importer is the Australian company Made With Ed Pty Ltd t/as Funraisin, a provider of cloud software for charitable fundraising activities ("Services").

Data subjects: Data subjects may submit personal data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include the following categories of data subjects (past, present and future):
● Data exporter's employees, consultants, contractors, agents, advisors of data exporter who use the Services on behalf of data exporter
● Data Exporter's customers and prospective customers (supporters, donors and fundraisers).

Categories of data: Data exporter may submit personal data to the Funraisin Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of personal data:
● Identification and contact data (date of birth, name, address, title, contact details),
● Financial information (credit card details, account details, payment information)
● Employment details (employer, job title, geographic location, area of responsibility)
● Details of gift and/or good and/or service which customers/prospective customers have made and/or purchased and/or enquired about
● Personal interests or preferences (including marketing preferences)
● IT information (IP addresses, usage data, cookies data, location data).

Special categories of data (if appropriate): None. Data exporter agrees not to provide any data which falls into the Special Categories of data (specifically, any data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, or any data concerning health or sex life).
Processing operations: The personal data transferred will be subject to the following basic processing activities:

Processing by the data exporter:

- Registration of participants and fundraisers;
- Online fundraising;
- Processing financial transactions, such as donations, entry fee payments and merchandise sales;
- Organising events and maintaining financial transaction data;
- Communications about events, future related events and campaigns
- Communications about the work of exporter
- Email marketing
- Data subject enquiry management;
- Business administration and operations management;

Processing by the data importer:
- Personal data storage, record keeping and back-up
- Security scans and audits
- If additional customer support is requested by the data exporter

Duration and Object of Processing: The duration of processing shall be for the term designated under the applicable DPA. The personal data are transferred from the data exporter to the data importers for the purpose of performing the Services.

Scope and Purpose of Data Processing. The scope and purpose of processing personal data is described in the DPA.

Data Exporter's Instructions. For the Services, data importer will only act upon data exporter's instructions as set out in the DPA.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Funraisin will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of personal data uploaded to the Funraisin Services, as described in Funraisin's internal data security documentation applicable to the specific Funraisin Services purchased by data exporter, as updated from time to time, as made reasonably available by Funraisin upon written request of Data Exporter.

On behalf of the data exporter:

Name (written out in full):
Position:
Address:

Signature…………………………………………

On behalf of the data importer:
Name (written out in full): Courtney Evans
Position: CEO, Funraisin
Address: Level 3, 100 Harris Street, Pyrmont, NSW, 2007, Australia

Signature………………………………………….

ATTACHMENT 2 List of Current Sub-processors

(Last updated 10/03/2020)

Subprocessor Addresses:
- Amazon Web Services, Inc.: 410 Terry Ave. North Seattle, WA 98109-5210, USA
- Rackspace: 1 Fanatical Place, City of Windcrest, San Antonio, Texas 78218
- Stripe: 185 Berry Street, Suite 550, San Francisco, CA 94107
- PayPal, Inc.: 2211 N 1st St, San Jose, CA 95131, USA
- Adyen: B.V. 1011 DJ Amsterdam, P.O. Box 10095, 1001 EB Amsterdam, The Netherlands
- eWAY: Web Active Corporation Pty Ltd t/as eWAY Level 1 44 Miller Street, North Sydney NSW 2060
- Salesforce.com, Inc.: The Landmark @ One Market St., Suite 300, San Francisco, CA 94105, USA
- Blackbaud: 65 Fairchild Street Charleston, SC 29492 USA
- Campaign Monitor: Level 38/201 Elizabeth St, Sydney NSW 2000, Australia
- Autopilot: 140 2nd Street, 5th Floor, San Francisco, CA, 94105
- Mailchimp: The Rocket Science Group, LLC: 675 Ponce de Leon Ave NE, Suite 5000,. Atlanta, GA 30308, USA
- Fitbit, Inc: 199 Fremont Street, 14th Floor, San Francisco, CA 94105, USA
- Strava, Inc: 500 3rd Street, Suite 110 , San Francisco, CA 94107, USA
- Under Armour, Inc (Mapmyfitness): 1020 Hull Street, Baltimore, MD 21230, USA
- Mailgun Technologies, Inc.: 535 Mission St, San Francisco, CA 94105, USA