

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind the legal entity to this agreement, in which case “YOU” shall mean such entity. If you do not have such authority, or if you do not agree with the terms and conditions of this agreement, do not complete the signup process and you may not use the software or service.

This Software as a Service Agreement (“Agreement”) is entered into between you “Customer” (PARTY B) and Itachi Technologies Inc. (PARTY A) a Canadian corporation (“Itachi”), with its principal place of business at 3050 Erin Centre Blvd. Unit 157. Mississauga, ON L5M 0P5. Itachi and Customer agree that the following terms and conditions will apply to the services provided under this Agreement and Orders placed thereunder.

It is important that you read and understand these Terms as they govern your use of the Itachi SaaS Services. By accessing or using the Itachi SaaS Services, you accept and agree to be bound by these Terms. If you do not agree to these Terms, you must immediately stop using the Itachi SaaS Services.

We may amend these Terms at any time by posting a revised version on itachidms.com or any other website we maintain for purposes of providing the Itachi SaaS Services. Amended Terms are effective at the time we post them and your continued use of the Itachi SaaS Services constitutes your acceptance of any amended Terms. We may provide you with notice regarding upcoming Terms changes by email.

This Software as a Service (SaaS) Agreement has been created and agreed upon by PARTY B with the agreement date being today, which is referred to as the "Effective Date" between Itachi Technologies Inc., [whose residence is located at 3050 Erin Centre Blvd. Unit 157. Mississauga, ON L5M 0P5. and PARTY B.]

1. Grant of License to Use and Access the SaaS.

Itachi Technologies Inc. grants to [PARTY B], including to all authorized users associated with PARTY B, a non-exclusive, royalty-free, worldwide, and non-assignable license to use and access the donor management system (hereby referred to as the "Service") strictly for [PARTY B] to use for its internal business operations, in accordance with all policies and terms listed in the Itachi Privacy Policy. [PARTY B] may not sub-license the SaaS to additional parties under this agreement.

2. Fees.

[PARTY B] must pay Itachi Technologies Inc. the required subscription fee as determined by the number of donors an organization has, and if it is to increase, pay the amount as indicated on the website for the SaaS provided under this agreement. Itachi will notify customers of a change in subscription billing. Itachi may also provide a percentage based pricing model, and by agreeing to these terms and conditions, you agree to the pricing model as provided by Itachi.

3. Payment.

[PARTY B] must remit payment to Itachi Technologies Inc. in the amount of the Subscription Fee as billed. Itachi will invoice Customer on a fixed term, or as needed and/or required.

4. Taxes.

The required Subscription Fee outlined in this agreement does not include taxes. [PARTY B] is responsible to pay taxes where applicable, and Itachi charges a standard HST fee where applicable (Canada). Other taxes and surcharges may also apply. Itachi will outline these charges on the invoice.

5. Support Services

Itachi will provide technical or operational support as needed via email, telephone, or any other medium as available. Itachi will answer all support requests within a reasonable time frame as determined by Itachi.

6. Service Levels

6.1 Applicable Service Levels. [PARTY A] must provide the SaaS to [PARTY B] with the availability of the system of at least [98] percent per calendar month.

6.2 System Maintenance. [PARTY A] may

a. Take the SaaS offline for required scheduled maintenance, as long as it provides the schedule to [PARTY B] in writing. However, this scheduled maintenance time will not count against [PARTY A] in regard to the required system availability; and

b. Make any necessary changes to its maintenance schedule with written notice, provided at least one month in advance of the change to [PARTY B].

6.3 System Availability Definition

a. The system availability refers to the percentage of minutes that the system is available per month. This percentage of minutes includes when key components of the SaaS are functional and operational.

b. System availability doesn't include downtime minutes that result from:

- Malicious system attacks
- Issues with computing devices, internet service providers, online connections, or local area networks belonging to [PARTY B]
- Events of force majeure
- Acts or omissions of [PARTY B], resulting in an inability for [PARTY A] to deliver services

7. Data Protection. [PARTY B] is responsible to put reasonable safeguards in place to prevent unauthorized use of, disclosure of, or access to the critical data. Itachi will use industry standard practices of data protection to safeguard unauthorized data access.

8. Data Privacy. [PARTY B]'s data may be processed, collected, and used by [PARTY A] in accordance with its privacy policy, available below.

9. Cancellation.

[PARTY B] reserves the right to cancel their subscription at the end of their billing period. Upon the first 30 day of use, if [PARTY B] is unsatisfied with the software, it reserves the right to cancel the subscription free of charge with no consequences. Itachi will provide [PARTY B] with a complete data profile of their files and info, and will remove all backups stored on Itachi servers within 72 hours.

Privacy Policy

Effective date: August 06, 2019

Itachi Technologies Inc. ("us", "we", or "our") operates the <https://itachidms.com> website, and subsequent donation management system (the "Service").

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data. Our Privacy Policy for Itachi Technologies Inc. is managed through [Free Privacy Policy](#).

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from <http://itachidms.com>

Information Collection And Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected:

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data
- Credit numbers for online payments

Usage Data

We may also collect information about how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information. Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- **Session Cookies.** We use Session Cookies to operate our Service.
- **Preference Cookies.** We use Preference Cookies to remember your preferences and various settings.
- **Security Cookies.** We use Security Cookies for security purposes.

Use of Data

Itachi Technologies Inc. uses the collected data for various purposes:

- To provide and maintain the Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer care and support
- To provide analysis or valuable information so that we can improve the Service
- To monitor the usage of the Service
- To detect, prevent and address technical issues

Transfer Of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside Canada and choose to provide information to us, please note that we transfer the data, including Personal Data, to Canada and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Itachi Technologies Inc. will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure Of Data

Legal Requirements

Itachi Technologies Inc. may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Itachi Technologies Inc.
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

Security Of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

- **Google Analytics**
- Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.
- You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity.
- For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <https://policies.google.com/privacy?hl=en>

Links To Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your "Children" has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes To This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.