

PRIVACY AND DATA PROCESSING AGREEMENT

Effective Date: May 1, 2025

This **Privacy and Data Processing Agreement ("Agreement")** explains how Sales Finder Ai ("we," "us," or "our"), a corporation organized under the laws of the Province of British Columbia, Canada, with its principal office in Vancouver, British Columbia, collects, uses, discloses, and protects your information when you access or use our website, applications (mobile and desktop), and any related services (collectively, the "**Services**"). This **Agreement** also governs the processing of personal data under applicable data protection laws, including the General Data Protection Regulation (GDPR) and the Personal Information Protection and Electronic Documents Act (PIPEDA). By using our **Services**, including submitting any forms (e.g., the contact or download form) or checking the agreement checkbox within the app, you ("**Client**," "**Controller**," or "you") agree to the terms of this **Agreement**, the **Terms of Service and Legal Agreement**, and the **Security Policy** (collectively, the "**Agreements**").

1. DEFINITIONS

- a. **Personal Data:** Any information relating to an identified or identifiable natural person as defined under GDPR or PIPEDA.
- b. **Processing:** Any operation performed on **Personal Data**, including collection, storage, use, and disclosure.
- c. **Data Subject:** An individual whose **Personal Data** is processed.
- d. **Controller:** The **Client**, who determines the purposes and means of processing **Personal Data**.
- e. **Processor:** Sales Finder Ai, which processes **Personal Data** on behalf of the **Controller**.

2. INFORMATION WE COLLECT

We may collect the following categories of information:

- a. **Personal Information:** Name, email address, phone number, company name, business information, billing address, and shipping address.
- b. **Financial Information:** Credit/debit card information, other payment method details, transaction history.
- c. **Account and Login Information:** Username and password, subscription and usage details.
- d. **Device and Technical Information:** IP address, browser type, OS, device information, access times, and referring website addresses.

e. **Usage Data:** Pages visited, features used, time spent, search queries, and data entered.

f. **Cookies and Tracking Technologies:** We use cookies and similar tracking tools to monitor usage and enhance your experience.

g. **Scraped Data:** The **Services** collect personal data, such as names, email addresses, phone numbers, usernames, and other lead information, from third-party sources, including social media platforms (e.g., Instagram, LinkedIn, Facebook, Reddit) and online websites. This data is collected to provide lead generation services to you.

h. **Voluntary Data Submission:** You may voluntarily provide personal information such as name, email address, phone number, and card number during account creation, free trials, and purchases.

3. HOW WE USE YOUR INFORMATION

We may use your information for the following purposes:

a. To provide and maintain our **Services**, including generating leads through scraping.

b. To process transactions and manage billing.

c. To manage user accounts and provide customer support.

d. To improve the functionality and performance of our **Services**.

e. To send administrative communications, updates, and promotional content (with your consent).

f. To detect and prevent fraud, abuse, or other illegal activities.

g. To comply with legal obligations.

h. **Use and Protection of Data:** All submitted personal information is securely stored and used exclusively for the purpose of account management, billing, and service improvements. We will not share this data with third parties outside of the organization unless specified in this **Agreement**.

4. HOW WE SHARE YOUR INFORMATION

We do not sell your personal information. We may share your information as follows:

a. **Service Providers:** With trusted third-party vendors and partners who help us operate our **Services**, including payment processors, hosting services, and analytics providers.

b. **Legal Requirements:** If required by law, court order, or legal process, we may disclose your information to law enforcement or regulatory authorities.

c. **Business Transfers:** In connection with a merger, acquisition, or sale of assets, your data may be transferred to the successor entity.

d. **With Your Consent:** We may share your information with other third parties when you provide explicit consent to do so.

We do not control or share **Scraped Data** after it is provided to you. You are solely responsible for how you use, store, or share **Scraped Data**.

5. USER RESPONSIBILITIES FOR SCRAPED DATA

You acknowledge that the **Services** collect **Scraped Data** from third-party sources, which may include personal data subject to privacy laws (e.g., PIPEDA, GDPR, CCPA) and third-party terms of service. You agree to:

- a. Use **Scraped Data** only in compliance with all applicable laws, regulations, and third-party terms.
- b. Obtain any necessary consents or legal bases for processing **Scraped Data**.
- c. Not use **Scraped Data** to violate the rights of any individual or entity, including privacy rights.

Sales Finder Ai is not responsible for your use of **Scraped Data** or any resulting legal consequences.

6. USER RESPONSIBILITY FOR PROVIDED INFORMATION

You are solely responsible for providing accurate, complete, and truthful information when using the **Services**, including but not limited to your name, email address, phone number, and any other data submitted through forms (e.g., the contact or download form). By submitting such information, you represent and warrant that it is correct and not fraudulent. Providing false, misleading, or incomplete information constitutes a breach of this **Agreement** and the **Terms of Service and Legal Agreement**, and may be considered fraud under applicable laws, rendering you fully liable for any resulting damages, legal actions, or losses incurred by Sales Finder Ai or third parties. Sales Finder Ai is not liable for any consequences arising from your provision of inaccurate or fraudulent information.

7. DATA STORAGE AND SECURITY

We take reasonable measures to protect your personal information against unauthorized access, alteration, disclosure, or destruction. Financial information such as card details is stored securely using industry-standard encryption protocols via third-party payment processors. Details of our security measures are outlined in the **Security Policy**.

8. YOUR RIGHTS AND CHOICES

You have the right to:

- a. Access, update, or delete your personal information.
- b. Object to certain data processing activities.
- c. Withdraw consent (where applicable).
- d. Opt-out of promotional emails by following the unsubscribe link.

To exercise any of these rights, please contact us at: salesfinderai@gmail.com.

9. DATA RETENTION

We retain your personal information for as long as necessary to provide our **Services**, fulfill the purposes outlined in this **Agreement**, comply with legal obligations, resolve disputes, and enforce our agreements. **Scraped Data** is retained only as long as necessary to deliver the **Services** to you, after which it is deleted unless required by law.

10. INTERNATIONAL DATA TRANSFERS

If you access our **Services** from outside Canada, your data may be transferred to, stored in, and processed in Canada or other countries where we or our service providers operate. For **Scraped Data** involving EU residents, or for transfers outside Canada or the U.S., we comply with GDPR requirements (e.g., Standard Contractual Clauses) as applicable.

11. CHILDREN'S PRIVACY

Our **Services** are not intended for children under the age of 13. We do not knowingly collect personal information from minors. If you believe a child has provided us with personal information, please contact us immediately.

12. THIRD-PARTY LINKS

Our **Services** may contain links to external websites or services not controlled by us. We are not responsible for the privacy practices of such third parties and encourage you to review their privacy policies.

13. DATA PROCESSING OBLIGATIONS

a. **Scope and Duration:** This **Agreement** applies to the processing of **Personal Data** by Sales Finder Ai on behalf of the **Client** through the use of the **Service**, from the Effective Date until termination of the **Service** agreement.

b. **Obligations of Sales Finder Ai (Processor):** We agree to:

i. Process **Personal Data** only on documented instructions from the **Client**, unless required by law.

ii. Ensure personnel authorized to process **Personal Data** are bound by confidentiality obligations.

iii. Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk (as detailed in the **Security Policy**).

iv. Assist the **Client** in responding to **Data Subject** requests and fulfilling GDPR/PIPEDA obligations.

v. Notify the **Client** without undue delay of any **Personal Data** breach.

vi. Delete or return **Personal Data** at the **Client's** instruction upon termination, unless required to retain it by law.

c. **Obligations of the Client (Controller):** You agree to:

i. Provide lawful instructions for processing **Personal Data**.

ii. Ensure a legal basis for processing under GDPR or PIPEDA (e.g., consent, legitimate interest).

iii. Indemnify Sales Finder Ai against claims arising from your unlawful processing instructions.

d. **Sub-Processors:** Sales Finder Ai may engage sub-processors to process **Personal Data**, provided they are bound by the same data protection obligations as Sales Finder Ai. A list of sub-processors will be made available upon request, and the **Client** will be notified of any changes.

e. **Audit and Compliance:** The **Client** may audit Sales Finder Ai's compliance with this **Agreement** upon reasonable notice, subject to confidentiality obligations. Sales Finder Ai will provide documentation to demonstrate compliance with GDPR and PIPEDA.

14. CHANGES TO THIS AGREEMENT

We may update this **Agreement** from time to time. When we do, we will revise the "Effective Date" at the top of this page. We encourage you to review this **Agreement** periodically to stay informed about our privacy practices.

15. CONTACT US

If you have any questions or concerns about this **Agreement**, please contact us at:

Sales Finder Ai

Vancouver, British Columbia, Canada

Email: salesfinderai@gmail.com

By using our **Services**, including submitting any forms or checking the agreement checkbox within the app, you agree to the terms of this **Agreement** and all referenced **Agreements**.