Data Processing Agreement

Between Church legal name ("the Church") and ADGA Agency LLC, doing business as Mizpah ("Mizpah"). This agreement is part of the Church's subscription to Mizpah and governs every record the Church keeps in it.

1. The records belong to the Church

Every record the Church enters, imports or connects to Mizpah ("Church Data"), and everything Mizpah derives from it, belongs to the Church. Mizpah acts only on the Church's documented instructions, which are: this agreement, the subscription, and what the Church's authorised staff do inside the software.

2. What Mizpah may and may not do

Mizpah will use Church Data only to provide, secure and support the service to the Church. Mizpah will not sell it, rent it, use it for advertising or combine it with another church's data. Mizpah will not send a message or change anything in a tool the Church has connected until an authorised staff member confirms it, and will keep a record of what was sent or changed.

3. Confidentiality

Mizpah treats all Church Data as confidential, and giving, the books and children's records as the most sensitive data it holds. Only Mizpah personnel who need access to run or support the service may have it; each is bound in writing to confidentiality. Mizpah personnel will not read the Church's conversations with Mizpah except at the Church's written request to resolve a support problem.

4. Subprocessors

Mizpah uses these providers to run the service, all United States companies: **Supabase** (database, sign-in and short-lived storage of attached files), **Vercel** (hosting and running the app), **Anthropic** (the Claude model that writes Mizpah's answers, and does not train on Church Data), **Stripe** (subscription payments), **Resend** (sign-in codes and invitations) and **Netlify** (the mizpah.dev website). Tools the Church itself connects (for example Planning Center, Pushpay, Gmail, Outlook, QuickBooks or Mailchimp) handle data under the Church's own accounts and terms. Mizpah will give the Church 10 days' written notice before adding or replacing a subprocessor; if a provider must be changed urgently to keep Church Data safe, Mizpah will tell the Church as soon as it can. The Church may object and, if the objection cannot be resolved, end the subscription without penalty. Mizpah remains responsible for its subprocessors.

5. Security

Mizpah will keep Church Data encrypted in transit and at rest; enforce the Church's access roles in the database itself, with the books open only to owners, administrators and pastors; ask owners, administrators and pastors for a personal PIN at sign-in; keep a record of every message sent and every change made; remove a staff member's access immediately when the Church removes them; show giving only in totals; never email a child or show a child's contact details; and hold no card or bank numbers. Mizpah will review these measures at least annually and tell the Church of any material change.

6. Helping the Church answer its people

When a member asks to see, correct, delete or stop receiving messages, the Church can act directly in Mizpah. Where it cannot, Mizpah will help within 10 business days at no charge. Requests Mizpah receives directly are passed to the Church within 5 business days.

7. If something goes wrong

Mizpah will notify the Church in writing promptly after confirming any unauthorised access to or loss of Church Data, describe what is known, what has been done, and what Mizpah recommends, and will cooperate fully with any notice the Church must give its people or a regulator. Mizpah will not name the Church publicly without its consent unless the law requires it.

8. Legal demands

If Mizpah receives a subpoena or other lawful demand for Church Data, it will tell the Church promptly unless legally forbidden, give the Church a chance to object, and disclose only what the law compels.

9. Records and review

Mizpah will keep records sufficient to show it is keeping this agreement and, once a year on reasonable notice, will answer the Church's written questions about them and provide its current security summary.

10. When the subscription ends

On the Church's request, Mizpah will deliver a complete export of Church Data in CSV and JSON and then delete Church Data from its live systems; any backup copies expire on their normal schedule. Mizpah will confirm deletion in writing. If Mizpah is sold or merged, this agreement passes to its successor and continues to bind it.

11. General

This agreement lasts as long as Mizpah holds any Church Data, prevails over any conflicting term of the subscription, and is governed by the laws of the State of Arizona. Mizpah will tell the Church in writing at least 30 days before any change to this agreement that reduces a protection; the Church may end the subscription without penalty rather than accept it.

For the Church

Name, title

Date

For ADGA Agency LLC (Mizpah)

Name, title

Date