
StuSync Privacy Policy and Data Handling Statement

Issued by Soudelka Technologies Inc.

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Effective Date: September 1st, 2025

Company Name: Soudelka Technologies Inc.

Jurisdiction: Province of Ontario, Canada

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1. Introduction and Scope

1.1 This Privacy Policy (“Policy”) governs the collection, use, disclosure, retention, and protection of personal information by Soudelka Technologies Inc. (“Soudelka”, “we”, “our”, or “us”) in connection with the mobile application known as “StuSync” (the “App”), accessible through iOS and other approved platforms, and any other services we provide directly in relation to the App.

1.2 This Policy applies to all users of the App (“Users”, “you”, or “your”) who are at least seventeen (17) years of age and located within Canada. By creating an account, accessing, or using the App, you acknowledge that you have read, understood, and agreed to the terms of this Policy.

1.3 StuSync is operated exclusively within Canada until further notice. This Policy is compliant with the federal Personal Information Protection and Electronic Documents Act (“PIPEDA”) and any applicable provincial privacy laws including, where relevant, Ontario’s Freedom of Information and Protection of Privacy Act (“FIPPA”).

1.4 This Policy is intended to transparently inform you of your rights and obligations relating to your personal data, including how you can access, correct, or request deletion or export of your data, and how we protect such data from misuse or unauthorized access.

1.5 This Policy does not apply to third-party websites or services that may be linked or redirected from within the App. StuSync does not control or endorse the content, policies, or practices of third-party services and is not responsible for any damages or issues arising from their use. Users are encouraged to review the privacy policies of any third-party services they access.

1.6 By continuing to use StuSync after any revisions to this Policy are posted, you accept and agree to be bound by the updated Policy. We will notify you in-app or via email of any material changes. If you do not agree with any updated terms, you must cease use of the App and may request data deletion under Section 10 of this Policy.

2. Categories of Personal Information Collected

2.1 Information You Provide Directly

We collect and store the following categories of personal information when you register for or interact with the App:

2.1.1 Account Registration Information:

- Full name

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- School-issued student identification number or a photo of a valid student ID card (for verification purposes)
- School affiliation (e.g., Laurier, Waterloo)
- Date of birth (to confirm age is 17+)
- Profile details such as uploaded photos, biography text, and interests

2.1.2 Content You Upload:

- Messages (text, image-based) sent through messages
- Photos and captions shared in Events, Marketplace, Services, or UMatch features
- Blocked or reported users and reasons for blocking/reporting
- Profile updates and community participation
- Optional location details that you include in listings or events, such as map pins or addresses. StuSync does not collect precise device location from your phone. Any location you provide is treated as user-submitted content.

2.1.3 Support Requests and Inquiries:

- Any data you voluntarily submit through contact forms or email for support purposes
- Information related to bug reports, feedback, or abuse notifications

2.2 Information Collected Automatically

We may automatically collect the following technical and interaction-based data:

2.2.1 Device and App Usage Data:

- Mobile device identifiers
- IP address (temporarily for security purposes, not stored long term)
- OS version and app version
- Crash logs and diagnostics

2.2.2 Analytics and Performance Data:

- Aggregated engagement data such as number of logins, swipe interactions, feature usage, and session length
- Firebase Analytics or Google Analytics may be used to monitor general app activity. If enabled, these tools are configured to use aggregated reporting without cross-app tracking.

2.2.3 Advertising Identifiers:

- If you use a free version of the App, StuSync may collect AdMob identifiers for the purpose of displaying contextually relevant, non-personalized ads. No behavioral tracking or cross-app tracking is conducted. StuSync does not use cookies. Any future use of tracking technologies will be disclosed and subject to user consent where required.

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2.3 Information from Third Parties

- We do not currently receive or combine any data from external platforms such as Facebook, Google, or Apple ID logins
- In the future, we may enable third-party integrations, in which case a separate consent process will be triggered

2.4 Sensitive Personal Information

- We do **not** collect biometric identifiers, health information, financial information, social insurance numbers, or government-issued identification
 - We do not knowingly collect information from users under the age of 17 and will permanently delete accounts found to violate this rule
-

3. Purposes and Legal Basis for Collection and Use

3.1 Purposes for Which Personal Information Is Collected and Used

Soudelka Technologies Inc. collects and processes personal information for the following specific and limited purposes:

3.1.1 To Provide and Maintain the App's Core Functionality

- Authenticating users through valid student ID card verification
- Enabling profile customization and user-to-user interactions
- Supporting core modules such as UMatch, Events, Marketplace, Services, Messaging, and User Blocking

3.1.2 To Facilitate Communication and Social Features

- Enabling 1:1 and group messaging through Gifted Chat
- Allowing users to share content (e.g., photos, descriptions) in listings and posts
- Supporting swiping, reacting, matching, and profile discovery features in UMatch

3.1.3 To Ensure Safety, Moderation, and Community Standards

- Reviewing user-generated content when reported
- Detecting and preventing spam, fraud, and misuse of platform features
- Permitting blocking and reporting functionality for user protection
- Enforcing age restrictions and banning underage or violating accounts

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3.1.4 To Process In-App Purchases and Manage Transactions

- Facilitating purchases via Apple In-App Purchase (IAP) on iOS devices and Google Play Billing on Android devices
- Retaining transaction confirmations and receipts provided by Apple or Google
- No credit card or direct payment data is handled or stored by StuSync

3.1.5 To Analyze and Improve Platform Performance

- Collecting aggregated and anonymized usage data via Firebase Analytics or Google Analytics
- Monitoring feature adoption, app stability, and crash data
- Testing new features internally and evaluating user interaction trends

3.1.6 To Respond to Support Requests and Inquiries

- Communicating with users who contact StuSync for help
- Logging inquiries and ensuring timely and complete responses
- Tracking issue resolution and user satisfaction feedback

3.1.7 To Comply with Legal Obligations and Enforce Terms

- Enforcing the StuSync Terms of Service and this Privacy Policy
- Maintaining audit logs and compliance-related documentation as required by Canadian law
- Cooperating with lawful requests from law enforcement or regulatory authorities

3.1.8 To Explore Future Analytics and Data Monetization (Non-Identifiable Data Only)

- StuSync reserves the right to analyze aggregate usage data and trends, stripped of any personally identifiable markers
- Such data may be shared or sold to third parties, only if permitted by applicable law and never in a way that identifies or re-identifies individual users

3.1.9 To Provide Push Notifications

StuSync may send push notifications to inform users of new matches, messages, event reminders, housing updates, or similar service-related activity. StuSync does not currently use push notifications for marketing or advertising purposes. Users may disable notifications at any time through their device or in-app settings.

3.2 Legal Basis for Processing Under Canadian Law

Soudelka Technologies Inc. processes personal information under the following lawful bases, as recognized under PIPEDA and relevant provincial legislation:

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- **Consent:** Users explicitly consent to collection and use by agreeing to this Privacy Policy at registration.
- **Contractual Necessity:** Information is processed to fulfill the service obligations of the StuSync platform, as outlined in the Terms of Service.
- **Legitimate Interests:** We have a legitimate interest in maintaining, improving, and securing the platform in a way that aligns with reasonable user expectations.
- **Compliance with Legal Obligations:** We may process or disclose data where required to do so under provincial or federal law, or pursuant to a valid legal order.

3.3 No Use Beyond Purpose Without Consent

Soudelka Technologies Inc. does not use personal information for purposes unrelated to those listed above unless we obtain your prior express consent or are otherwise legally required to do so.

4. Disclosure of Personal Information

4.1 General Principle

Soudelka Technologies Inc. does not sell, rent, lease, or trade any user's personal information to third parties for marketing or advertising purposes. Any disclosure of personal information is made strictly in accordance with this Privacy Policy and applicable Canadian privacy legislation, including the Personal Information Protection and Electronic Documents Act (PIPEDA).

4.2 Authorized Disclosures

Soudelka Technologies Inc. may disclose personal information to the following categories of recipients under the circumstances described below:

4.2.1 Service Providers and Contractors

We may share personal information with third-party service providers and contractors who perform functions on our behalf and under our instructions, including but not limited to:

- Firebase (for authentication, analytics, cloud functions, and secure data storage)
- Apple Inc. (for payment processing via Apple In-App Purchase) and Google LLC (for payment processing via Google Play Billing)
- Google (for analytics and storage via Firebase or Google Cloud Services)
- Cloud infrastructure providers and content delivery networks (CDNs)
- Technical support and customer service vendors

All such providers are contractually bound to use the information solely to provide services on our behalf and are prohibited from using or disclosing the information for any other purpose.

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4.2.2 Legal Compliance and Law Enforcement

We may disclose personal information where required to comply with applicable laws, regulations, legal processes, or enforceable governmental requests. This may include disclosures to:

- Law enforcement authorities
- Regulatory agencies
- Courts, tribunals, or legal representatives in connection with legal claims

Where feasible and lawful, we will notify the affected user before disclosing their personal information in response to such requests.

4.2.3 Business Transactions and Restructuring

If Soudelka Technologies Inc. engages in a merger, acquisition, reorganization, sale of assets, or bankruptcy proceeding, personal information may be transferred as part of that transaction. In such cases:

- Users will be notified before the transfer if their information becomes subject to a materially different privacy policy
- The receiving entity will be bound to honor the commitments made in this Privacy Policy until such time that users are given notice and a chance to provide consent or opt out (where required by law)

4.2.4 Internal Access

Personal information may be accessed by authorized personnel within Soudelka Technologies Inc. on a strict need-to-know basis, including:

- Platform administrators (for account moderation, data integrity, or technical support)
- Developers and engineers (for debugging, analytics, or performance optimization)
- Legal or compliance officers (for investigation of violations or lawful disclosures)

All internal access is governed by role-based access control (RBAC) and activity logging.

4.3 Non-Identifiable Aggregate Data

We may share anonymized or aggregated data that cannot reasonably be linked to an identifiable user. This may include:

- Usage statistics
- Feature adoption rates
- Platform performance metrics
- General demographic trends

Such information may be disclosed publicly, to investors, partners, or for research purposes, provided it cannot be used to identify an individual user.

4.4 International Transfers Notice

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StuSync primarily uses Canadian hosting where commercially reasonable. Certain service providers and subprocessors, including Google Firebase and AdMob, may process or store data on servers located outside Canada, for example in the United States or the European Union. When personal information is transferred outside Canada, we apply contractual and technical safeguards as described in Sections 9 and 12 of this Policy.

4.5 Disclosure Limitations

Unless otherwise stated above, no personal information is disclosed to other users, businesses, advertisers, or third parties without the user's express informed consent.

5. Data Storage and Retention

5.1 Data Hosting and Storage Location

All personal information collected through the StuSync platform is stored on servers managed by Google Firebase and Google Cloud Platform, located in secure data centers within Canada or jurisdictions offering equivalent data protection as recognized by Canadian law. All data is encrypted in transit and at rest using industry-standard encryption protocols, including but not limited to TLS (Transport Layer Security) and AES-256.

5.2 Retention of Personal Information

Soudelka Technologies Inc. retains personal information only for as long as necessary to fulfill the identified purposes for which it was collected, to comply with legal obligations, to resolve disputes, and to enforce our agreements, including the following retention practices:

5.2.1 User-Generated Content and Account Data

a. Profile data, event participation, marketplace posts, messages, and images uploaded by users are retained until:

- The user deletes them manually within the app, or
- The user requests full account deletion as described in Section 9

b. Deleted content is permanently removed from production servers, and any backups containing such data are overwritten on a scheduled rotation, maximum 90 days unless otherwise required by law.

5.2.2 Onboarding and Verification Data

a. Information submitted during account registration (including uploaded student ID card and verification status) is retained indefinitely for account integrity, eligibility validation, and audit purposes unless deleted by the user or required by law to be purged.

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b. Inactive accounts may be flagged for review after 24 months of non-use, at which point Soudelka Technologies Inc. reserves the right to deactivate or anonymize the account.

5.2.3 Payment and Transaction Data

StuSync does not process or store payment card numbers or Apple ID credentials. All payments are processed through Apple In-App Purchase (IAP), and receipts are stored and managed by Apple under their terms and privacy policy. However, metadata about transaction type, purchase date, and feature access may be retained by StuSync for account verification, fraud detection, and support purposes.

5.2.4 Disciplinary Actions and Violations

If an account is permanently banned due to violations of the Terms of Service or community guidelines:

- All associated user data will be deleted
- The ban is permanent and cannot be reversed
- A hash of the banned email or device ID may be retained in encrypted form solely for the purpose of enforcing platform bans and preventing circumvention

5.3 Data After App Deletion

Uninstalling or deleting the StuSync app from a user's device does not result in automatic deletion of personal data. The account and associated data will be retained on Firebase servers. If the user reinstalls the app, they must re-verify their identity using SMS-based 2FA before regaining access to their data.

5.4 Third-Party Data Retention

Where personal information is processed by authorized third-party service providers, their retention periods may differ. Soudelka Technologies Inc. ensures that such providers:

- Comply with data minimization principles
- Do not retain StuSync user data longer than contractually agreed periods
- Are contractually obligated to destroy or return all personal information upon termination of services

5.5 Deletion Requests

Users have the right to request deletion of their personal information in accordance with Section 9 of this Policy. Upon verified request, Soudelka Technologies Inc. will:

- Permanently delete the account and all user data within 30 days
- Provide confirmation of deletion via email, where applicable

6. User Rights and Access to Personal Information

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6.1 Right of Access

Users have the right to access their personal information held by Soudelka Technologies Inc. Upon request, and subject to proper identity verification, StuSync will provide the user with:

- 6.1.1 A description of the personal data we have collected or stored;
- 6.1.2 The purposes for which the data has been used;
- 6.1.3 Any third-party service providers who have been given access to this data (if applicable);
- 6.1.4 A machine-readable copy of the data, in accordance with Section 6.4.

6.2 Right of Correction and Rectification

Users have the right to correct, update, or rectify any inaccuracies in their personal data. StuSync allows users to edit their profile information directly via the app interface. For corrections not editable in-app, users may submit a correction request to [management@soudelka.ca].

6.3 Right to Withdraw Consent

Where consent is the legal basis for collection or processing, users may withdraw consent at any time. Withdrawing consent may result in restricted access to certain features or termination of the user's account, depending on the nature of the data and service functionality.

6.4 Right to Data Portability

Upon request, StuSync will provide users with a copy of their personal information in a structured, commonly used, and machine-readable format. This export will include basic account data, messages, profile content, and any associated uploaded files or metadata, subject to legal and technical feasibility.

6.5 Right to Erasure (Right to be Forgotten)

Users may request permanent deletion of their personal data and account by either:

- 6.5.1 Using the in-app deletion option in the profile settings; or
- 6.5.2 Emailing a formal request to [management@soudelka.ca] from the registered email address.

Following successful verification, the account and associated data will be deleted within 30 days. Data deletion is permanent and irreversible, except where retention is required by applicable law or court order.

6.6 Right to Restrict or Object to Processing

StuSync users have the right to object to certain types of processing (e.g., analytics or usage tracking) unless such processing is necessary for the functioning of the platform or compliance with legal obligations. StuSync will respect such requests unless overriding legitimate grounds exist.

6.7 Right to Lodge a Complaint

Users may lodge a complaint regarding data handling or alleged violations of privacy rights with the Office of the Privacy Commissioner of Canada or their respective provincial commissioner, as applicable.

6.8 Age-Based Restrictions

StuSync is intended exclusively for individuals aged 17 or older. Users below this age threshold are

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prohibited from registering and their accounts will be terminated if identified. No parental consent mechanism is provided, and Soudelka Technologies Inc. does not knowingly collect personal data from individuals under 17.

6.9 Limitations

These rights are subject to applicable legal limitations and operational feasibility. Soudelka Technologies Inc. reserves the right to decline unfounded, repetitive, technically burdensome, or fraudulent requests.

7. Disclosure of Personal Information to Third Parties

7.1 General Disclosure Principle

Soudelka Technologies Inc. does not sell, rent, lease, or trade users' personal information to third parties under any circumstances. Disclosure of personal information is limited to only those entities necessary for the operation of the StuSync platform or required by law, as set forth below.

7.2 Service Providers and Contractors

We may disclose personal information to trusted third-party service providers that assist in the performance of specific business functions, including but not limited to:

- 7.2.1 Hosting and infrastructure providers (e.g., Google Cloud, Firebase);
- 7.2.2 Analytics providers (e.g., Firebase Analytics, Google Analytics, if enabled);
- 7.2.3 Payment processors (e.g., Apple In-App Purchase infrastructure);
- 7.2.4 Security and fraud detection tools;
- 7.2.5 Communication and support tools (e.g., email delivery services, customer support platforms).

These third parties are contractually bound to use personal information only to provide the contracted service and in accordance with this Privacy Policy and applicable Canadian privacy law. All such providers are subject to confidentiality obligations and data protection requirements under their service agreements with Soudelka Technologies Inc.

7.3 Legal Requirements and Law Enforcement

StuSync may disclose personal information if required to do so by law, subpoena, court order, regulatory request, or other legal process, or if we believe in good faith that such action is necessary to:

- 7.3.1 Comply with legal obligations under Canadian or applicable foreign law;
- 7.3.2 Protect and defend the rights, property, or safety of Soudelka Technologies Inc., our users, or the public;
- 7.3.3 Investigate or prevent actual or suspected fraud, abuse, or security incidents;
- 7.3.4 Enforce this Privacy Policy or our Terms of Service.

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7.4 Corporate Transactions

In the event of a merger, acquisition, financing, reorganization, bankruptcy, or sale of some or all of our assets, personal information may be transferred as part of that transaction. Users will be notified of any such transfer and informed of any material changes to data practices following the transaction.

7.5 Aggregate and De-Identified Information

StuSync reserves the right to share non-personal, anonymized, or aggregated data (e.g., general app usage patterns, traffic volumes, engagement metrics) with advertisers, partners, universities, or research institutions. This information does not identify individuals and does not contain personal information as defined by PIPEDA or other applicable legislation.

7.6 User Consent for Disclosure

No personal information will be disclosed to additional third parties unless the user provides express, informed consent or the disclosure is otherwise legally permissible under applicable Canadian data protection laws.

8. General Data Retention and Destruction

8.1 Retention Purpose and Scope

Soudelka Technologies Inc. retains personal information only for as long as necessary to fulfill the purposes for which it was collected, including to:

- 8.1.1 Provide the StuSync platform's core features, functionality, and services;
- 8.1.2 Maintain compliance with legal, regulatory, and contractual obligations;
- 8.1.3 Resolve disputes, enforce our rights, or address user inquiries or support requests;
- 8.1.4 Support data integrity, system continuity, and backup recovery requirements.

8.2 User-Controlled Deletion

Users have the ability to delete personal data via the profile section of the StuSync application. This includes deletion of photos, personal information entered during onboarding, and other user-generated content. Deletion of such data is effective immediately from the live application environment, subject to the backup policies outlined below.

8.3 Data Persisting After App Deletion

If a user uninstalls or deletes the StuSync app from their device, their account and data are not automatically erased. The account will remain in the system's database and may be reactivated only after the user completes SMS-based re-verification (2FA) upon redownloading the app. Deletion must be performed manually through the profile settings or by written request (see Section 11).

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8.4 Data Stored Indefinitely Unless Deleted

Unless a user explicitly deletes their account or requests removal of their data, onboarding information, profile content, and uploaded media (e.g., photos in profiles, marketplace, and event posts) are retained indefinitely. This practice ensures continuity of service, user convenience, and audit capability.

8.5 Backup and Archival Copies

StuSync may maintain encrypted backup and archival copies of user data for a reasonable period (up to 90 days) following user-initiated deletion, for the following purposes:

8.5.1 Disaster recovery and system restoration;

8.5.2 Legal compliance and fraud prevention;

8.5.3 Internal investigations where user deletion may interfere with enforcement actions.

These backup records are stored securely and are not accessible through the standard application interface. Once the retention period expires, they are systematically deleted.

8.6 Destruction Protocols

When data is no longer required for operational, legal, or business purposes, it is securely destroyed using methods appropriate for the type of data, including but not limited to:

8.6.1 Secure deletion from active databases;

8.6.2 Overwriting and expunging data from backup files;

8.6.3 Cryptographic deletion or anonymization for logs or archival data.

Destruction procedures comply with best practices and Canadian privacy regulations, ensuring that personal information cannot be reconstructed or recovered.

8.7 User Responsibility for Third-Party Data

If users upload or share content that includes the personal data of other individuals (e.g., images, names in messages or posts), they are responsible for ensuring that they have the right to do so. StuSync disclaims all liability for retention or deletion of such third-party content unless a data subject exercises rights under Section 11.

9. International Data Transfers

9.1 Canadian Data Residency

All user data collected, processed, and stored by StuSync is intended to reside within Canada. Soudelka Technologies Inc. uses servers and cloud infrastructure based in Canada whenever commercially reasonable to ensure compliance with Canadian privacy laws, including the Personal Information Protection and Electronic Documents Act (PIPEDA).

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9.2 Third-Party Subprocessors

While StuSync does not intentionally transmit user data outside Canada, certain third-party service providers and subprocessors (including Firebase by Google LLC and AdMob) may process or store data on servers located in other jurisdictions, including the United States or the European Union.

9.3 Contractual Safeguards for Transfers

When personal information is transferred to jurisdictions outside Canada, Soudelka Technologies Inc. ensures that appropriate safeguards are in place, including:

9.3.1 Data processing agreements that include privacy protection clauses consistent with PIPEDA or equivalent standards;

9.3.2 Technical measures such as encryption in transit and at rest;

9.3.3 Restricting access to personal data only to those individuals or subprocessors who require access for valid operational purposes.

9.4 Jurisdictional Risks and User Acknowledgment

Users acknowledge and accept that:

9.4.1 Personal data processed in other jurisdictions may be subject to access requests by foreign governments, courts, or law enforcement agencies in accordance with the laws of those jurisdictions;

9.4.2 Soudelka Technologies Inc. cannot guarantee that the data protection laws in such foreign jurisdictions offer the same level of protection as those in Canada.

9.5 Use of Firebase Services

StuSync uses Firebase Authentication, Cloud Firestore, Firebase Analytics, and related Firebase services operated by Google LLC. Firebase's servers are located in multiple global regions, and data may be processed on servers outside Canada. Google's handling of such data is governed by the Google Cloud Platform Data Processing and Security Terms, which include Standard Contractual Clauses for international transfers.

9.6 User Consent to International Transfers

By using the StuSync application, users explicitly consent to the transfer, storage, and processing of their personal information outside of Canada, including in the United States or other countries, subject to the conditions described in this Privacy Policy.

9.7 Limiting Transfer Scope

Soudelka Technologies Inc. takes steps to minimize international transfers by:

9.7.1 Selecting service providers with Canadian data center options where feasible;

9.7.2 Keeping sensitive user data (such as identity verification, email addresses, and user-generated content) within Canadian jurisdictions unless strictly necessary for functionality;

9.7.3 Regularly reviewing the data residency practices of third-party providers and updating vendor agreements accordingly.

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10. Children's Privacy

10.1 Minimum Age Requirement

StuSync is intended only for individuals aged 17 or older. We do not knowingly collect, use, or disclose personal information from children under the age of 17. If we become aware that a user under 17 has registered or provided personal data, we will delete the account and associated information immediately. StuSync does not provide parental consent mechanisms and prohibits under-17 usage in all cases.

10.2 Prohibited Use by Minors Under 17

Soudelka Technologies Inc. does not knowingly collect or solicit personal information from individuals under the age of 17. If it is discovered that a user under the age of 17 has registered or is using the application, the account will be terminated without prior notice and all associated personal data will be deleted promptly in accordance with Section 12 (Data Retention and Deletion).

10.3 No Parental Consent Mechanism Provided

StuSync does not offer functionality for parental consent, nor does it knowingly collect information from minors with parental or guardian authorization. The platform is strictly limited to individuals who can independently consent to data processing under Canadian privacy laws.

10.4 User Responsibility for Accurate Age Declaration

Users are responsible for ensuring the accuracy of the personal information they provide during registration, including their age. Any misrepresentation of age may result in account suspension or termination and may invalidate certain rights or remedies otherwise available under this Privacy Policy or applicable law.

10.5 Incident Response for Underage Use

If Soudelka Technologies Inc. becomes aware of any user who is under the age of 17:

10.5.1 The user's access to the application will be immediately revoked;

10.5.2 Personal data associated with that account will be securely deleted from all internal systems and third-party services, except where retention is required by law;

10.5.3 Any linked content, such as uploaded images, posts, or messages, will be purged in compliance with our data deletion procedures.

10.6 Reporting Violations

If you believe that a minor under the age of 17 is using the platform or has submitted personal information to StuSync, please contact us immediately at:

Email: privacy@soudelka.ca or management@soudelka.ca

Subject line: "Underage Account Report – Urgent"

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10.7 No Use of StuSync in Primary or Secondary Education Contexts

StuSync is designed exclusively for post-secondary students and is not intended for classroom or institutional use in K-12 or secondary educational settings. Any integration with educational institutions shall be limited to accredited universities or colleges and shall be conducted in compliance with this Privacy Policy and applicable data protection laws.

11. User-Initiated Data Deletion and Legal Exceptions

11.1 Retention of Personal Information

StuSync retains personal information only for as long as necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law. The specific retention periods may vary based on the type of information, user activity, regulatory obligations, and operational needs. Examples include:

- (a) Account-related information (e.g., name, verification status) is retained as long as the user maintains an active StuSync account.
- (b) User-generated content (e.g., messages, event posts, service listings, uploaded photos) is retained until voluntarily deleted by the user or as required to enforce our Terms of Service.
- (c) Payment and transaction records processed through Apple In-App Purchases are retained by Apple in accordance with their own privacy and retention policies. StuSync does not store payment credentials.

11.2 Deactivation vs. Deletion

Users may deactivate their accounts at any time. Deactivation preserves the account and its associated data but renders it inactive. Data remains subject to this Policy. To request full deletion of account data, users must follow the formal deletion request procedure as described in section 11.3.

11.3 User-Initiated Data Deletion Requests

Users may request deletion of their personal data through the following methods:

- (a) By accessing their profile settings within the StuSync mobile application and selecting the “Delete Account” or equivalent option.
- (b) By submitting a written request to our Data Protection Officer at privacy@soudelka.ca or management@soudelka.ca, identifying the requestor and the nature of the request.

StuSync will verify the identity of the requestor before processing the deletion request. Upon confirmation, StuSync will delete or anonymize the user’s data within a reasonable time, typically within thirty (30) calendar days, subject to legal or technical constraints.

11.4 Retention of Metadata and Audit Logs

Non-identifiable system metadata, logs, and usage analytics may be retained indefinitely for purposes of

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improving service performance, system diagnostics, fraud prevention, legal compliance, and statistical research. These records are dissociated from any direct identifiers and do not constitute personal information under this Policy.

11.5 Backup Systems and Delay in Deletion

Deleted data may persist in routine backup systems for a limited period not exceeding ninety (90) days, after which it will be overwritten in the ordinary course of business. During this period, the data is inaccessible to application-layer processes and is protected using the same security measures described in Section 13 of this Policy.

11.6 Retention Obligations Under Law

Notwithstanding a user's request to delete data, StuSync may retain certain information where required to:

- (a) Comply with applicable legal obligations (e.g., tax, accounting, law enforcement requests);
- (b) Resolve disputes or enforce agreements;
- (c) Detect or prevent fraud, abuse, or security incidents;
- (d) Maintain records necessary for business continuity or financial audit purposes.

Retention in these cases will be limited to the scope and duration required by applicable law or legitimate interest grounds.

12. International Data Transfers

12.1 Data Residency

StuSync is a service operated by Soudelka Technologies Inc., a Canadian corporation headquartered in Ontario. All user data collected through the StuSync mobile application and related services is stored and processed primarily within Canada and the United States, utilizing infrastructure provided by Google Firebase and other third-party service providers under contractual obligations consistent with Canadian privacy laws.

12.2 Cross-Border Transfers of Personal Information

In certain instances, personal information may be accessed, processed, or stored in jurisdictions outside the user's province, territory, or country of residence, including the United States. These jurisdictions may not have data protection laws equivalent to those in Canada. When personal data is transferred outside of Canada, StuSync ensures that appropriate legal and contractual safeguards are in place to protect such information in accordance with this Privacy Policy and applicable law.

12.3 Service Providers Located Outside Canada

StuSync may engage service providers, subcontractors, and cloud hosting platforms that are located in other jurisdictions or that store data in international data centers. These service providers are contractually

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bound to protect the confidentiality and security of personal information and to process it solely in accordance with StuSync's instructions. Such providers may include, but are not limited to:

- (a) Google LLC (Firebase, Google Cloud Platform)
- (b) Apple Inc. (In-App Purchase processing and Apple ID validation)
- (c) Communication APIs or SDK providers (e.g., third-party messaging SDKs)

12.4 User Consent to International Transfers

By using the StuSync platform, creating an account, or providing any personal information, users expressly acknowledge and consent to the transfer, storage, and processing of their information in jurisdictions outside of Canada, including the United States. StuSync will take all reasonable measures to ensure that such data is treated securely and in accordance with this Privacy Policy.

12.5 Government and Law Enforcement Access

Personal information transferred or stored in other jurisdictions may be accessible to foreign governments, courts, or law enforcement or regulatory agencies under lawful orders or legal process. Where feasible and legally permissible, StuSync will notify users of such disclosures.

12.6 No Transfers to High-Risk Jurisdictions

StuSync does not knowingly store or transfer user data to countries deemed to have inadequate privacy protections under Canadian or EU regulations, unless such transfers are permitted under a valid legal basis such as explicit consent, necessity for performance of a contract, or implementation of appropriate safeguards (e.g., Standard Contractual Clauses or Binding Corporate Rules).

13. Data Security Measures

13.1 Security Commitment

Soudelka Technologies Inc. is committed to protecting the confidentiality, integrity, and availability of all personal information collected through the StuSync platform. We implement technical, administrative, and physical security measures designed to protect personal data from unauthorized access, use, disclosure, alteration, or destruction, in compliance with applicable privacy legislation including PIPEDA and any provincial privacy acts.

13.2 Encryption in Transit and at Rest

All personal information is transmitted over secure SSL/TLS-encrypted connections. Data stored in our backend infrastructure—including Google Firebase—is encrypted both in transit and at rest using industry-standard encryption algorithms such as AES-256. Access to production databases and storage services is tightly restricted and monitored.

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13.3 Access Controls and Authentication

Access to personal data within our systems is limited to authorized personnel who require such access to perform their job functions. All administrators and internal staff are required to use strong passwords and multi-factor authentication (2FA) when accessing StuSync's internal systems. Role-based access controls (RBAC) are enforced to ensure users and developers only access the minimum data necessary.

13.4 2FA for User Account Recovery

StuSync requires users to verify their identity via SMS-based two-factor authentication (2FA) when re-logging into their account after deletion or app uninstallation. This additional layer of protection mitigates risks of account takeover and unauthorized access.

13.5 Audit Logging and Monitoring

StuSync utilizes system-level and application-level logging to monitor data access and system events. Logs are retained for forensic and auditing purposes and are periodically reviewed for anomalies, policy violations, or attempted security breaches.

13.6 Vulnerability Management

Regular internal code reviews and dependency checks are conducted to identify and patch vulnerabilities. Third-party libraries and packages are kept up to date to reduce exposure to known exploits. Although no formal third-party penetration testing has yet been conducted, StuSync's architecture follows secure development lifecycle (SDL) best practices.

13.7 Security by Design

Security is a foundational consideration in the design and implementation of all StuSync features. From user registration to messaging and media uploads, each module incorporates security controls appropriate to the type of data being handled.

13.8 Data Breach Response Plan

StuSync has implemented a Data Breach Response Protocol in the event of a confirmed or suspected security incident involving personal information. Upon detection of a data breach, StuSync will investigate the incident promptly, contain the breach, assess risks, and notify affected individuals and regulators when legally required. All incidents are documented, and remediations are applied to prevent recurrence.

13.9 Employee Training and Confidentiality

All employees, contractors, and technical staff are trained on data privacy, cybersecurity, and confidentiality obligations. Personnel with access to user data are required to sign binding confidentiality agreements. Misuse or mishandling of personal information may result in disciplinary action, including termination and legal enforcement.

13.10 Limitations

While StuSync employs extensive measures to protect user information, no system can be guaranteed 100

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percent secure. Users are encouraged to use strong passwords, enable 2FA where applicable, and notify us immediately if they suspect any unauthorized activity in their account.

14. User Rights and Controls

14.1 Right to Access Personal Information

In accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA), users of StuSync have the right to request access to the personal information held about them. Upon receiving a verifiable request, Soudelka Technologies Inc. will provide users with a copy of their personal data in a machine-readable format, subject to reasonable administrative limitations and applicable legal exemptions.

14.2 Right to Rectify or Correct Data

Users have the right to request correction of inaccurate, outdated, or incomplete personal information. StuSync allows users to edit key profile information directly within the mobile application. For correction of other stored information (e.g., onboarding details or academic affiliations), users may submit a written request to our designated privacy officer at:

Email: management@soudelka.ca

All correction requests will be reviewed within a reasonable timeframe, and action will be taken in accordance with applicable law.

14.3 Right to Data Portability

StuSync users may request a structured, commonly used, and machine-readable copy of their personal data. The data provided will include any personal details associated with their account and, where feasible, content generated by or about them through the use of the app. StuSync does not guarantee compatibility with third-party platforms.

14.4 Right to Withdraw Consent

Users may withdraw consent to the collection, use, or disclosure of their personal information at any time by submitting a request through the support email provided above. However, certain functionalities of the app may be disabled if such withdrawal materially impacts necessary data processing operations (e.g., authentication, messaging).

14.5 Right to Deletion (Erasure)

StuSync users may request deletion of their personal information by accessing the data deletion feature available in their profile settings. This functionality allows for permanent deletion of the user's profile information, uploaded content, and associated metadata.

If a user has only deleted the mobile application but not their account, their data remains stored in StuSync's systems and requires SMS-based 2FA verification for access upon redownload.

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14.6 Exclusions and Limitations

Certain information may be retained for a period reasonably necessary to fulfill operational or legal obligations, including fraud prevention, dispute resolution, and compliance with financial record-keeping laws.

StuSync will not delete data that we are legally required to maintain, even if the user withdraws consent or requests erasure.

14.7 Right to File Complaints

Users who believe their privacy rights have been violated may file a complaint directly with Soudelka Technologies Inc. or with the Office of the Privacy Commissioner of Canada at:

<https://www.priv.gc.ca/en/report-a-concern/>

14.8 Account Termination and Data Disposal

In the event of account suspension or termination due to violations of our Terms of Service, the associated personal data will be permanently deleted, and no appeal or recovery mechanism will be offered. This includes data associated with reported or banned accounts.

14.9 Special Considerations for Age and Capacity

Users under the age of 17 are prohibited from using StuSync and are automatically blocked from registration. As such, no data should be collected or retained for individuals below the age of majority as defined in the app's eligibility criteria.

14.10 Request Processing Timeline

All verified user rights requests will be acknowledged within 10 business days and processed within 30 days unless an extension is legally permissible. StuSync will notify users if additional time or clarification is required to fulfill the request.

15. Operational Data Processing and Transfers

15.1 Canadian Legal Framework

Soudelka Technologies Inc., the operator of StuSync, is incorporated and headquartered in Ontario, Canada. All data collection, processing, and retention activities are governed by Canadian privacy laws, including the Personal Information Protection and Electronic Documents Act (PIPEDA), and any applicable provincial legislation.

15.2 Data Residency

All user data is stored in secure cloud infrastructure operated by third-party service providers, primarily Firebase (Google Cloud Platform), whose primary servers are located in the United States and/or other jurisdictions. By using StuSync, users acknowledge and agree that their data may be stored, accessed, or processed in countries outside of Canada. Where data is processed in other jurisdictions, it may be subject to lawful access by courts, law enforcement, or national security authorities in those regions.

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15.3 Transfer Safeguards

StuSync ensures that any international data transfers are done in accordance with applicable legal requirements and contractual safeguards. Where required, StuSync enters into data processing agreements or standard contractual clauses with its service providers to ensure an adequate level of data protection comparable to Canadian standards.

15.4 Applicability of Foreign Laws

While StuSync endeavors to provide consistent data protection to all users, users understand and agree that their data may be subject to the laws of the jurisdiction in which the data is stored or through which it passes. Soudelka Technologies Inc. is not liable for access to data made in accordance with legally binding foreign government orders or investigations, provided such access is compliant with international data transfer protocols and applicable agreements.

15.5 Jurisdiction for Dispute Resolution

Any disputes arising from this Privacy Policy, including any matters relating to the processing, handling, or transfer of personal data, shall be subject to the exclusive jurisdiction of the courts of Ontario, Canada. The governing law shall be that of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

15.6 Cross-Border Communication and Customer Support

StuSync's technical infrastructure and support channels may involve team members, contractors, or technology vendors based in other jurisdictions. Where such access occurs, it is limited by strict internal controls, role-based access, encryption policies, and non-disclosure agreements to ensure continued data protection compliance.

15.7 Notice to International Users

StuSync is currently only available to users residing in Canada and explicitly blocks account creation by users located outside of Canada through domain-based and verification mechanisms. The platform does not offer or market its services to residents of the European Union, United Kingdom, or any other jurisdiction beyond Canada. Users accessing the app from outside Canada do so at their own risk and are not covered by this Privacy Policy unless otherwise mandated by applicable law.

16. Policy Updates and Version Control

16.1 Right to Modify

Soudelka Technologies Inc. reserves the right to amend, update, or revise this Privacy Policy at any time, at its sole discretion. Updates may be made to reflect changes in our legal obligations, operational practices, third-party relationships, technological enhancements, service offerings, or applicable laws and regulations.

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16.2 Notification of Changes

When material changes are made to this Privacy Policy, users will be notified through at least one of the following mechanisms:

- An in-app pop-up or banner notification upon next login,
- An email notification sent to the address associated with the user's account (if email consent has been granted), or
- A prominent notice posted on the official StuSync website.

The nature of the changes, the effective date, and a summary of key modifications will be included in all such notices.

16.3 Version Control and Effective Date

The most current version of this Privacy Policy will always be available at www.stusync.ca/legal/privacy or within the app under "Legal" settings. Each version of the policy will be marked with an effective date at the top of the document for user reference.

- **Version:** 1.0
- **Effective Date:** September 1, 2025
- **Last Updated:** August 5, 2025

16.4 User Responsibility and Continued Use

By continuing to access or use the StuSync platform after changes to the Privacy Policy become effective, users acknowledge that they have read, understood, and agreed to be bound by the updated terms. It is the user's responsibility to review the Privacy Policy periodically to stay informed about our data practices.

16.5 Retroactive Changes

Unless required by law, changes to this Privacy Policy will not apply retroactively. Data collected prior to the effective date of any amendment will remain governed by the version of the policy in effect at the time of collection, unless the user provides express consent to be governed by the updated policy.

16.6 Withdrawal of Consent Upon Policy Update

If a user does not agree with any changes to this Privacy Policy, the user may withdraw their consent and terminate their account by contacting management@soudelka.ca. Termination of the account will result in the deletion of personal data in accordance with our data retention and deletion policies, unless further retention is required by law.

17. Contact Information and Enforcement

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17.1 Data Controller

The data controller responsible for the collection, use, disclosure, and protection of your personal information under this Privacy Policy is:

Soudelka Technologies Inc.

Registered Office: 103 Penndutch Circle, Stouffville, ON, L4A0P2

Business Number: **1001248987**

Jurisdiction: Ontario, Canada

DUNS Number: 243345425

Email: management@soudelka.ca

17.2 User Inquiries and Complaints

Users may contact Soudelka Technologies Inc. at any time for the following purposes:

- To submit a question or concern regarding privacy practices,
- To request correction, deletion, or access to their personal data,
- To inquire about data usage or security measures,
- To file a complaint or express dissatisfaction with the handling of their personal information.

All inquiries will be responded to within a reasonable time frame, and no later than 30 days from the date of receipt, unless otherwise required by law.

17.3 Supervisory Authority

If you are not satisfied with our response to your complaint or believe our data processing practices infringe applicable laws, you have the right to contact or lodge a complaint with the appropriate supervisory authority in Canada.

The Office of the Privacy Commissioner of Canada (OPC) may be contacted at:

Office of the Privacy Commissioner of Canada

30 Victoria Street

Gatineau, QC K1A 1H3

Toll-free: 1-800-282-1376

Website: www.priv.gc.ca

17.4 Legal Enforcement and Remedies

Soudelka Technologies Inc. acknowledges the binding legal effect of this Privacy Policy. In the event of non-compliance, users may pursue the following remedies, in accordance with applicable law:

- Submit a formal complaint to the OPC or relevant provincial authority,
- Request an internal investigation into any breach or misuse,
- Initiate legal proceedings in accordance with the laws of Ontario and applicable Canadian data protection statutes.

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17.5 Language of Communication

All official communication, requests, and notices related to this Privacy Policy must be in English unless otherwise required by law or expressly agreed to by both parties.
