FlockConnect Data Processing Agreement

Version 1.0, November 2026

This Agreement is between **FlockConnect LLC**, 4030 Wake Forest Road, STE 349, Raleigh, NC 27609, USA ("FlockConnect"), and the church named in the signature block ("the Church"). It adds to the FlockConnect Terms of Service ("the Terms") and takes effect on the day FlockConnect receives the copy the Church has signed (the "Effective Date"). FlockConnect's offer to sign this version ends when it publishes a newer one. FlockConnect will confirm receipt by email. If this version has lapsed or the copy was changed, it will say so and send the current version.

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1. What this Agreement covers

1.1 **Customer Data** means the member, pastoral, ministry, and related data that the Church, its users, or its members put into FlockConnect or sync into it, including dictated audio, and what FlockConnect derives from it for the Church, and for which FlockConnect is the Church's processor under Section 3.2 of the Terms. Annex A describes it.

1.2 This Agreement does not cover the account, billing, website, marketing, support, and product-telemetry data for which FlockConnect is the controller under Section 3.3 of the Terms.

1.3 A **Subprocessor** is a company FlockConnect uses that can receive Customer Data.

1.4 An **AI company** is a company outside FlockConnect that runs an AI model on data sent to it by FlockConnect, including from a user's browser.

1.5 A **Breach** is a security incident in which Customer Data was accessed, disclosed, altered, lost, or destroyed without authorization.

2. Roles and instructions

2.1 The Church is the controller of Customer Data and decides why and how it is used. FlockConnect is the Church's processor and service provider.

2.2 FlockConnect processes Customer Data only on the Church's documented instructions. Those instructions are the Terms, this Agreement, what the Church's authorized users do in FlockConnect, and any other written instruction both parties agree to.

2.3 If the law requires FlockConnect to process Customer Data in another way, FlockConnect will tell the Church first, unless the law forbids it. FlockConnect will also tell the Church if it believes an instruction breaks the law.

2.4 The Church's responsibilities in Section 4 of the Terms, including authority and consent, continue to apply.

3. Limits on how Customer Data is used

3.1 FlockConnect uses Customer Data only to provide, secure, and support FlockConnect for the Church.

3.2 FlockConnect does not use Customer Data, including the contents of care notes or member records, to improve the product. To improve the product, it uses usage events and error reports with names and notes removed, and what people choose to tell it.

3.3 FlockConnect will not use Customer Data to train an AI model, and will not allow anyone else to. This has no exceptions, and consent does not change it.

3.4 FlockConnect does not sell Customer Data or use it for advertising, and does not combine it with another church's data unless the Church instructs it to under Section 2.2. It discloses Customer Data only to Subprocessors, to recipients the Church directs, to a successor under Section 14.6, and as Section 2.3 requires.

3.5 This Section controls over Sections 10.2 and 10.3 of the Terms.

4. AI companies

4.1 Apart from voice dictation (Section 4.3) and the support tools in Section 4.5, FlockConnect will send Customer Data to an AI company only if that company has agreed in writing, directly or through FlockConnect's AI gateway, not to store prompts or outputs after it returns its response and not to use them to train models.

4.2 The only exceptions are data the company must keep by law, and content its automated safety systems flag, which it may keep for the period its terms allow. For Anthropic, on the Effective Date, that period is up to two years.

4.3 **Voice dictation.** AssemblyAI turns dictated care notes into text. Its Terms of Service let it use customer audio to train models unless the customer opts out. FlockConnect opted out before sending any real audio. AssemblyAI's published documentation says that, at this time, with the opt-out it does not train on the audio or transcripts and keeps no streaming audio or transcripts, only metadata for logging and billing. That is in its documentation, not in a document signed with FlockConnect. If its documentation or terms stop saying this, FlockConnect will turn dictation off until another arrangement meets Section 3.3, and will tell the Church.

4.4 An AI model that runs on servers FlockConnect rents and controls is not an AI company. The company hosting those servers is a Subprocessor, and Section 3.3 still applies.

4.5 The AI tools FlockConnect uses to build and support the service can see counts, random record ids, and timestamps, which do not identify a person on their own. FlockConnect blocks those tools from names, contact details, notes, and other content, and Section 3.3 applies to them.

5. People

FlockConnect limits access to Customer Data to the people who need it to do the work in Section 3.1, and binds them to keep it confidential.

6. Security

6.1 FlockConnect will keep security measures at least as protective as those described on the Effective Date in the encryption and logging sections of its due-diligence packet (flockconnect.com/trust-security/due-diligence) and on its trust and security page (flockconnect.com/trust-security). On request, FlockConnect will send the Church the versions of those pages in effect on the Effective Date.

6.2 FlockConnect may change those measures if the change does not reduce the protection of Customer Data.

6.3 Section 12.3 of the Terms continues to apply: no method of transmission or storage is perfectly secure.

7. Subprocessors

7.1 The Church approves the Subprocessors listed in Annex B. FlockConnect binds each Subprocessor by written terms, directly or through its AI gateway, to protect Customer Data, and remains responsible for that Subprocessor's handling of Customer Data, subject to Section 13.

7.2 FlockConnect will give the Church at least **30 days'** notice before a new Subprocessor receives Customer Data, by email to the Church's account owners.

7.3 If FlockConnect must replace a Subprocessor urgently to protect security, it may give shorter notice. It will give as much notice as it can and say why.

7.4 The Church may object in writing during the notice period, on reasonable data-protection grounds. The parties will try in good faith to resolve the objection.

7.5 If they cannot, the Church may cancel, and FlockConnect will refund the unused part of any fees the Church prepaid. That is the Church's remedy for an unresolved objection. Cancelling does not by itself keep the Church's data from the new Subprocessor. Deletion follows Section 13 of the Terms and can run past the notice period, so data FlockConnect still holds may reach the new Subprocessor.

8. Breach notice

8.1 FlockConnect will notify the Church of a Breach without undue delay and **within 72 hours of confirming it**. The notice goes by email to every account owner at the Church, at the address they sign in with.

8.2 The notice will say what FlockConnect knows at that time: what happened, what data and people are affected, and what FlockConnect is doing. FlockConnect will send updates as it learns more, and will give the Church reasonable help meeting its own obligations.

8.3 A notice is not an admission of fault or liability.

9. Requests from people and regulators

9.1 The Church can use FlockConnect's export and correction tools, and can archive a person's record, to answer requests from people about their data. The Church cannot delete a single person's record itself. If a person asks for deletion and the Church instructs FlockConnect in writing, FlockConnect will delete that person's record, with the care notes, logs, reports, and form answers tied to them, within 30 days, and will tell the Church what remains (such as audit logs, delivery logs, backups until they age out, and mentions of the person in other people's notes). If the Church is connected to Planning Center, it must remove the person there first, or the record can return. The limits in Section 13.4 of the Terms apply.

9.2 If a person or regulator contacts FlockConnect about Customer Data, FlockConnect will tell the Church promptly, unless the law forbids it, and will not respond itself, other than to refer them to the Church, unless the Church asks it to or the law requires it.

9.3 FlockConnect will give the Church reasonable help with those requests where the tools are not enough.

10. Information and audits

10.1 Once in any 12 months, the Church may ask FlockConnect written questions about how it meets this Agreement, and FlockConnect will answer in writing within a reasonable time. The due-diligence packet is the starting point.

10.2 The Church may carry out a formal audit only if a regulator requires it or a Breach affected the Church's data. The Church must give 30 days' notice, unless a regulator requires less.

10.3 A formal audit is limited to what is needed to answer the question that prompted it, is covered by a written confidentiality agreement, is at the Church's cost, and never includes access to another church's data.

11. When the Church leaves

11.1 Section 13 of the Terms governs export and deletion, including the 90-day window after cancellation and the 12-month period for a lapsed account. Deletion happens in stages and has the limits described in Section 13.4 of the Terms.

11.2 If the Church asks, FlockConnect will promptly confirm in writing what it has deleted, what remains (such as backups and audit logs), and, where FlockConnect knows it, until when.

11.3 If FlockConnect decides to stop operating, it will, where it is able to, give the Church at least 90 days' notice by email so the Church can export its data, and will then delete Customer Data as Section 13 of the Terms describes.

12. International transfers

Customer Data is processed in the United States and in other countries where Subprocessors operate. The due-diligence packet shows each Subprocessor's region. Where the law requires a transfer mechanism for the Church's data, the parties will sign the applicable one on request: the European Commission's Standard Contractual Clauses or the UK International Data Transfer Addendum.

13. Liability

Sections 16, 17, and 18 of the Terms, including the liability cap in Section 17.2 and the exceptions in Section 17.4, apply to this Agreement. Liability under this Agreement and the Terms counts toward one cap, not two.

14. Length, changes, and conflicts

14.1 This Agreement lasts for as long as FlockConnect holds Customer Data.

14.2 This Agreement is a data processing addendum under Section 1.8 of the Terms. If it conflicts with the Terms or the Privacy Policy, it controls, except that Section 13 governs liability. A later change to the Terms or the Privacy Policy does not reduce the Church's protection under this Agreement.

14.3 This Agreement changes only if both parties sign the change.

14.4 Section 1 of the Terms governs governing law, venue, and disputes.

14.5 The parties may sign separately and exchange signed copies electronically. Each person signing confirms they have authority to bind the party they sign for.

14.6 Section 21.4 of the Terms governs assignment. FlockConnect will transfer Customer Data to a successor only if the successor takes over this Agreement.

Signatures

FlockConnect LLC

Signature: 

Name: Michael Tribett

Title: Founder

Date: Nov 06, 2026

The Church

Legal name of church: _____

Account owner's FlockConnect email: _____

Address: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Email the signed copy to support@flockconnect.com.

Annex A: Details of the processing

Purpose and nature. Hosting, storing, organizing, displaying, sending, and otherwise processing Customer Data so the Church can use FlockConnect for member care and ministry.

Length. As long as FlockConnect holds Customer Data (Section 14.1).

People the data is about. The Church's members, attendees, visitors, and others its users record, including children and minors where the Church records them, and the Church's own users.

Types of data. These include names, photos, birth and anniversary dates, gender, life stage, contact details, street addresses, map locations, and drive times; family and other relationships; interests and stated availability; group and ministry participation; attendance; membership status and language; follow-ups and care assignments; giving-pattern signals, such as gift dates and how recently a household gave, but not gift amounts; care notes, care reports, and logs, including dictated notes; prayer requests; form and assessment responses; bookings and calendar free or busy times; custom fields the Church adds; consent to text messages; messages sent through FlockConnect; imported files until they are deleted (about

30 days), which hold whatever the file holds; readings FlockConnect derives about a person's connection to the Church; and Collie's drafts and chats.

Sensitive data. Customer Data can reveal religious beliefs and can include health-related details, such as illness, grief, and mental health, in pastoral care records. Free text and custom fields can hold anything a user types. Connection readings are inferences about a person.

Subprocessors. Listed in Annex B, as updated under Section 7.

Annex B: Subprocessors

These are the Subprocessors on the date of this version, and any added since, as the due-diligence packet shows on the Effective Date.

What each company can receive, and where it processes data, is on the due-diligence packet at flockconnect.com/trust-security/due-diligence.

- **Supabase:** database, sign-in, and file storage.
- **Vercel:** hosting and server code, and the AI gateway.
- **Anthropic and Google, through the Vercel AI Gateway:** Collie's drafts and chat.
- **AssemblyAI:** voice dictation.
- **Stripe:** billing and subscriptions.
- **Resend:** email.
- **Twilio:** text messages.
- **Google Maps Platform:** map locations and drive times.
- **Sentry:** error monitoring.
- **PostHog:** product analytics.
- **Cloudflare Turnstile:** bot checks.
- **Linear:** support inbox.
- **Cal.com:** demo booking.