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## CCPA Privacy Addendum

This Privacy Addendum, dated as of (date) (“Addendum”), by and between (name of corporation), an (nationality of the corporation) corporation located at (address of the corporation), (“Customer”) and Consent Kit, Ltd, a company incorporated in England and Wales (registration number 11960970) located at 4a Erlington Avenue, Manchester, England, M16 0FW (“Vendor”) (collectively, the “Parties”) sets forth the terms and conditions relating to compliance with the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., (“CCPA”) in connection with the Services rendered by Vendor to Customer pursuant to the Customer Terms of Service (the “Agreement”).

Whereas, Customer is a Business subject to the CCPA;

Whereas, Vendor: (i) is a Service Provider that provides Services to Customer pursuant to the Agreement; and (ii) Processes, on behalf of Customer, Personal Information that is necessary to perform the Services under the Agreement;

Now therefore, in consideration of the mutual covenants and agreements in this Addendum and the Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Customer and Vendor agree as follows:

**I. Definitions**

(A) “Personal Information” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Consumer or household, that may be: (i) Processed at any time by Vendor in anticipation of, in connection with or incidental to the performance of the Agreement; or (ii) derived by Vendor from such information. Personal Information includes, but is not limited to, the data elements listed in section 140(o)(1)(A)-(K) of the CCPA, if any such data element identifies, relates to, describes, is capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household.

Any capitalized term used but not defined herein shall have the meaning ascribed to it in the CCPA, except that the definition Personal Information set forth in this Addendum shall control in any and all cases.

**II. Privacy of Personal Information**

(A) Vendor represents, warrants and covenants as follows:

(1) Vendor shall comply with all applicable provisions of the CCPA.

(2) Vendor is acting solely as a Service Provider with respect to Personal Information.

(3) Vendor shall not: (1) Sell Personal Information; or (2) retain, use or disclose Personal Information: (i) for any purpose other than for the specific purpose of performing the Services; (ii) to undertake internal research for technological development and demonstration; or (iii) outside of the direct business relationship between Customer and Vendor (“Business Purpose”).

(4) Vendor shall cooperate with Customer if an individual requests: (i) access to his or her Personal Information; (ii) information about the categories of sources from which the Personal Information is collected; or (iii) information about the categories or specific pieces of the individual’s Personal Information, including by providing the requested information in a portable and, to the extent technically feasible, readily useable format that allows the individual to transmit the information to another entity without hindrance. Vendor shall promptly inform Customer in writing of any requests with respect to Personal Information.

(5) Upon Customer’s request, Vendor shall promptly delete a particular individual’s Personal Information from Vendor’s records. In the event Vendor is unable to delete the Personal Information for reasons permitted under the CCPA, Vendor shall: (i) promptly inform Customer of the reason(s) for its refusal of the deletion request; (ii) ensure the privacy, confidentiality and security of such Personal Information; and (iii) delete the Personal Information promptly after the reason(s) for Vendor’s refusal has expired.

(6) The Vendor shall implement and maintain appropriate, reasonable technical and organizational measures to protect Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and shall provide Customer with all reasonable assistance Customer requires to comply with its own obligations to maintain such technical and organizational measures.

(B) Where Vendor provides a third party with access to Personal Information, or contracts any of its rights or obligations concerning Personal Information to a third party, Vendor shall enter into a written agreement with each such third party that imposes obligations on the third party that are equivalent to those imposed on Vendor under Section II of this Addendum.

(C) The Parties acknowledge and agree as follows:

(1) The Personal Information that Customer discloses to Vendor is provided to Vendor for a Business Purpose, and Customer does not Sell Personal Information to Vendor in connection with the Agreement.

(2) During the time the Personal Information is disclosed to Vendor, Customer has no knowledge or reason to believe that Vendor is unable to comply with the provisions of this Addendum.

(D) Vendor certifies that it understands and will comply with the requirements and restrictions set forth in Section II of this Addendum.

**III. Miscellaneous**

(A) Vendor’s obligations under this Addendum shall survive the termination of the Agreement and the completion of all the Services subject thereto.

(B) This Addendum shall be deemed to be made in California. The Addendum, and all controversies arising from or relating to performance of the Addendum shall be governed by, and construed and enforced in accordance with, the laws of the country / State referred to in the Agreement without giving effect to its rules concerning conflicts of laws that might provide for any other choice of law. Customer and Vendor hereby: (i) irrevocably consent to personal jurisdiction in the federal and state courts located in the country / State referred to in the Agreement for the purposes of any suit, action or other proceeding arising out of the Addendum, which is brought by either Party hereto against the other Party; (ii) waive any objection to venue with respect thereto; and (iii) agree that all claims in respect of any such suit, action or proceeding shall be heard and determined in any such court, and that such courts shall have exclusive jurisdiction over any claims arising out of or relating to the Addendum.

(C) Notices provided hereunder must be in writing and sent by email or certified mail, in both cases return receipt requested. Notices to Vendor shall be sent to (recipient) at the Vendor’s address first given above. Notices to Customer shall be sent for the attention of (recipient) at the Customer’s address first given above.

(D) This Addendum is the complete agreement between the Parties and supersedes any prior oral or written agreement, including the Agreement, between the Parties concerning compliance with the CCPA in connection with the Services.

(E) If any provision of this Addendum is held invalid or unenforceable, the remaining provisions shall remain in effect.

(F) This Addendum is binding upon successors and assigns of the Parties.

(G) A waiver by either Party of any term or condition of the Addendum in one or more instances shall not constitute a permanent waiver of the term or condition or any other term or condition of the Addendum or a general waiver.

**IN WITNESS WHEREOF**, the Parties acknowledge their agreement to the foregoing by due execution of this Addendum by their respective authorized representatives.

**Customer: Vendor:**

By: (Signature) By: (Signature)

Name: Name:

Date: Date: