

California Data Privacy Addendum

This California Data Privacy Addendum (“**CDPA**”) forms part of the Terms of Service available at www.giftsenda.com/terms, or if applicable, any SaaS Agreement or similar agreement (as applicable, the “**Agreement**”), by and between Customer [_____] (as defined in the Agreement) and (“**Giftsenda**”), pursuant to which Customer has accessed Giftsenda’s Service (as defined in the Agreement).

By entering into the Agreement, Giftsenda and Customer hereby agree to comply with the following provisions with respect to any Consumer’s Personal Information:

1. Definitions

- a. “**CCPA**” means the California Consumer Privacy Act of 2018 as set forth in California Civil Code § 1798.100 et seq. and all other applicable laws or regulations relating to the Processing of Personal Information that may exist in the relevant jurisdiction.
- b. “**Business**,” “**Business Purpose**,” “**Consumer**,” “**Person**,” “**Personal Information**,” “**Sell**,” “**Service Provider**” and “**Third Party**” shall have the meanings set forth in the CCPA.
- c. All other defined terms shall have the meanings set forth in the Agreement.

2. Terms

- a. The terms of this CDPA shall take effect upon January 1, 2021 and continue on concurrently for the term of the Agreement.
- b. The parties agree that Customer is a Business and Giftsenda is its Service Provider in relation to this CDPA and Personal Information that is Processed in the course of Giftsenda’s provision of the Services set forth in the Agreement. The parties agree to comply at all times with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all Personal Information exchanged or shared pursuant to the Agreement.
- c. The subject-matter of the Processing of Personal Information covered by this CDPA is the Services ordered by Customer through Giftsenda and provided by Giftsenda to Customer as set out in the Agreement.
- d. Giftsenda certifies that it understands the restrictions set forth in Section 1798.140(w)(2)(A) of the CCPA and will comply with them.
- e. Giftsenda shall not Sell Personal Information.

f. In respect of Personal Information Processed in the course of providing the Services, Giftsenda:

i. shall Process Personal Information only in accordance with the documented instructions from Customer (as set out in this CDPA or the

Agreement or as otherwise notified by Customer to Giftsenda from time to time); provided Giftsenda may Process Personal Information for Business Purposes under the CCPA or another applicable law or regulation, and in such cases Giftsenda will inform Customer of such requirement prior to the Processing unless that law prohibits this on important grounds of public interest;

ii. may hire other companies to provide limited services on its behalf, provided that Giftsenda complies with the provisions of this clause. Any such subcontractors will be permitted to Process Personal Information only to deliver the Services. Giftsenda remains responsible for its subcontractors' compliance with the obligations of this CDPA, and Giftsenda shall ensure that any subcontractors to whom Giftsenda transfers Personal Information will have entered into written agreements with Giftsenda requiring that the subcontractor abide by terms substantially similar to this CDPA; and

iii. shall reasonably assist the Customer with its obligation to respond to requests from Consumers under the CCPA (including requests for information relating to the Processing, and requests relating to access, rectification, erasure or portability of the Personal Information) provided that Giftsenda reserves the right to reimbursement from Customer for the reasonable cost of any time, expenditures or fees incurred in connection with such assistance.

3. Miscellaneous

a. Except as expressly provided in this CDPA, the parties intend no amendment or modification of the Agreement or in such other addendum or supplement which may have been signed by the parties.

b. Any notice to be provided under this CDPA to Customer shall be sent via email to the email address associated with Customer's account.

- c. This CDPA supplements the terms of the Agreement. In the event of any conflict between this CDPA and the Agreement regarding the processing of Consumers' Personal Information, the terms of this CDPA shall control.
- d. If any provision of this CDPA is held by a court of competent jurisdiction to be contrary to the law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this CDPA shall remain in full force and effect.
- e. No waiver under this CDPA will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right.