

## California Consumer Privacy Act Addendum

Last Revised: March 17, 2020

This California Consumer Privacy Act Addendum (“**Addendum**”) supplement and form part of the existing agreement between Sayollo Ltd. (“**Company**”), and its business partner (“**Partner**”), using Company’s services under the agreement (respectively, “**Agreement**” and “**Services**”). Each of the Company and the Partner shall be referred herein as a “**party**” and together the “**parties**”.

This Addendum addresses the parties’ compliance obligations under the California Consumer Privacy Act (Cal. Civ. Code §§ 1798.100 - 1798.199) of 2018, as may be amended as well as all regulations promulgated thereunder from time to time (“**CCPA**”), and is applicable only if and to the extent the CCPA applies to the processing of any Personal Information by the parties pursuant to the Agreement.

### 1. Definitions.

The terms “**California Consumer**”, “**Business Purpose**”, “**Service Provider**”, “**Sell**” and “**Personal Information**” shall carry the meanings set forth in the CCPA.

### 2. Representations.

- 2.1. During the course of the Agreement, Personal Information of California Consumers may be shared and subject to automated and manual processing operations by the Company and Partner, including collection, use, analysis, transfer, storage and erasure for the purpose of providing the Services. Hence, the parties have read and understand the provisions and requirements of the CCPA, and shall comply with them.
- 2.2. The Partner hereby acknowledge and agree that in the course of the engagement between the parties, the Company is considered as the Service Provider and the Partner is the Business. Thus, any share of Personal Information between the Partner and the Company shall not be considered as a Sell of Personal Information.
- 2.3. Notwithstanding the above, the process of sharing the Personal Information by the Company with third parties on behalf of the Partner might be considered as a Sell (made between the Partner and such third party. i.e. between publishers and advertisers) under the CCPA. Thus, the Partner is solely liable for its compliance with the CCPA in its use of the Services. It is the Partner’s sole responsibility and liability to determine whether the sharing or transferring of Personal Information of California Consumers during the course of performance of the Services constitute Sell of Personal Information, as well as to comply with the applicable CCPA requirements in this regard, including providing the Company with “Do Not Sell” signal of users who have exercised their right to opt out, where applicable.
- 2.4. Notwithstanding the above, Company shall not be responsible or liable to the Partners (supply or demand) or any third-party actions regarding “Do Not Sell” signals. In the event no applicable signal will be provided, the Company will consider the request as a non-opt-out.

### 3. Categories of Personal Information.

The categories of Personal Information to be processed in relation to the Agreement includes:  
Online Identifiers.

### 4. General Obligations.

- 3.1. The Partner shall not, as applicable:

- (i) Use the Personal Information of any California Consumer that is disclosed to it by Company, except as necessary to perform the purpose for which it was retained, and shall delete all such Personal Information transferred to it by the Company following up to 30 days.
- (ii) Share any Personal Information of any California Consumer in breach if the CCPA provisions, including sharing Personal Information of a California Consumer who have requested to opt out, where applicable.

3.2. Notwithstanding the above, the Partner shall, without undue delay, notify the Company, and provide the Company with copies, of all communications from, or requests made with regards to the Personal Information shared under the Services, by (i) California Consumers in relation to their rights under the CCPA; and (ii) the California Attorney General.

#### **5. Indemnification**

The Partner shall defend the Company and its directors, officers, employees, agents, and clients (“**Indemnitees**”) from and against any and all claims, demands, suits, proceedings, and actions brought by a third party relating to an allegation that the Partner violated the CCPA provision or the terms of this Addendum and shall the Indemnitees for all damages, losses, costs, and expenses (including reasonable attorneys’ fees) incurred by the Indemnitees arising out of or resulting from such claim.

#### **6. Limitation of Liability**

Notwithstanding any provision related to limitation of liability under the Agreement, the Partner’s liability for its obligations under this Addendum shall not be limited.

#### **7. Conflict of Terms**

Except as otherwise provided in this Addendum, in the event of a conflict between the terms of this Addendum and the Agreement, the terms and provisions of this Addendum shall govern. In the event of a conflict between this Addendum and any applicable Data Protection Agreement (“**DPA**”) executed between the parties, this Addendum shall control solely with respect to Personal Information of California Consumers. Except as expressly supplemented herein, the Agreement is not modified or amended in any other respect and, as modified herein, the Agreement is hereby ratified and confirmed in its entirety and remains in full force and effect in all respects.

#### **8. Amendments**

In the event of changes to the CCPA or issuance of applicable regulation, court order, or governmental guidance relating to the CCPA, the Company may amend this Addendum accordingly. The most updated version will always be posted and reflected under the “Last Revised” date above. In the event of amendments that, according to the Company’s reasonable discretion, have material adverse impact on the Partner, the Company will make efforts to provide a written notification. Partner’s continued use of the Services following publication of a revised addendum or receipt of notification, as applicable, shall be considered as Partner’s agreement to be bound by the terms of the amended Addendum.