This CCPA Compliance Statement summarizes NetBase’s commitments and compliance procedures with regard to CCPA. To the extent that NetBase Quid (referred to herein as “Supplier”) processes any Personal Information as part of or in connection with NetBase’s performance of the NetBase Quid Services from California residents, this CCPA Compliance Statement will apply.

1. Definitions:

“CCPA” means the California Consumer Privacy Act of 2018 (“CCPA”), which is a data privacy law passed by the state of California in 2018 and which will become/or is in effect on January 1, 2020. It outlines new standards for data collection, new consequences for businesses that fail to protect user data, and new rights that California consumers can exercise over their data.

“Consumer” under the CCPA, means a California resident.

“Process” or “Processing” means any operation or set of operations which is performed on Personal Information, such as collection, recording, organization, structuring, alteration, use, access, disclosure, copying, transfer, storage, delivery or other use of Personal Information.

“Personal Information” means, including but not limited to, information that identifies, relates to, describes, is capable of being associated with or could be reasonably linked, directly or indirectly, with a particular Consumer or Consumer household.

“Social Media Data” means social media data which is posted on public sites and is generally available to the public.

2. Supplier’s Parameters with regard to Processing of Personal Information:

2.1 Supplier acquires Social Media Data from various data sourcing companies that represent to Supplier that they are in compliance the CCPA, including enforcing the requisite “opt out” and “opt in” policies required by the CCPA; therefore, data delivered to Supplier will be already cleansed with regard to individuals who are not interested in having their personal information sold to third parties, and to support Consumer’s right, at any time, to direct a business that sells personal information about the consumer to third parties not to sell the consumer’s personal information. This right may be referred to as the right to “opt out.” Or for those under the age of 16, the right to “opt in.”

2.2 Supplier Obligations:

(a) With regard to Personal Information Supplier may possess or control in connection with the
services provided by it to the Client, Supplier will not (i) sell such Personal Information; (ii) retain, use, or disclose such Personal Information for any purpose other than the specific purpose of performing the services in Supplier's agreements with Client, including retaining, using, or disclosing the Personal Information for a commercial purpose other than providing the services specified in the agreement(s); or (iii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and Client.

(b) Supplier will promptly cooperate with Client if an individual requests (i) access to his or her Personal Information; (ii) deletion of his or her Personal Information; (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. Supplier will promptly inform Client in writing of any requests with respect to Personal Information.

NOTE:

Should Consumers wish to contact Supplier directly, they may do so at netbasecorpcompliance@netbase.com.

(c) Supplier will inform its employees, contractors, service providers, agents, and representatives of their CCPA compliance obligations and ensure that they comply with the CCPA and their obligations thereunder to the same extent as Supplier is obligated to do so. Supplier will not disclose Consumer Personal Information to any third party without first obtaining Client's consent, except as otherwise required by applicable law. Supplier will impose enforceable written obligations on all employees, contractors and agents that process Personal Information on Supplier's behalf to protect the confidentiality of the Personal Information and to comply with other applicable legal requirements.

2.3 Supplier's On-going Obligations:

(a) Supplier will take all reasonable and necessary technical and organizational measures (i) against the unauthorized or unlawful Processing of Personal Information and (ii) against the loss, alteration or destruction of, or damage to, Personal Information which comes into question. In assessing the appropriate level of security, Supplier shall take into account the state of the art, the cost or implementation and nature, scope, context and purposes or Consumer data as well as the risk of varying likelihood and severity for the rights and freedoms of Consumers.

(b) Supplier’s Data Hosting Service is and will remain compliant with CCPA requirements under contractual terms with Supplier. Supplier will make available to Client all audit results from its Hosting Service, such as SOC2 Type II or similar assessment

(c) NetBase Quid continuously audits the data received, evaluates the procedures with which it is handled, and adjusts its strategies accordingly to maximize protection.