CCPA ANNEX

1. INTERPRETATION AND APPLICATION

1.1 The definitions and rules of interpretation set out in the Standard Terms will apply in this CCPA Annex, unless otherwise defined below.

1.2 The following definitions and rules of interpretation apply in this CCPA Annex:

1.2.1 “CCPA” means the California Consumer Privacy Act of 2018 Cal. Civil Code § 1798.100 et seq and any related legally binding regulations or guidance promulgated thereunder; and

1.2.2 the terms “Consumer”, “Business”, “Business Purpose”, “Personal Information”, “Processing”, “Sell”, “Service Provider” and “Third Party” have the meanings given to them in the CCPA.

1.3 This CCPA Annex applies in respect of the Personal Information provided or made available by or on behalf of the Publisher to AWIN pursuant to the Agreement. In the event of inconsistencies between the provisions of this CCPA Annex and the Standard Terms, this CCPA Annex shall take precedence, unless explicitly agreed otherwise in writing.

2. DATA PROTECTION

2.1 AWIN and the Publisher will comply with their respective obligations under the CCPA. Each party will provide the other party any co-operation reasonably requested to enable the other party’s compliance with the CCPA.

2.2 The Publisher will not provide any Personal Information to AWIN without AWIN’s prior written consent, unless as anticipated by AWIN in its ordinary operation of the Network.

General

2.3 In respect of the Processing of Personal Information under the Agreement:

2.3.1 the Publisher is the Business; and

2.3.2 AWIN is the Service Provider of the Publisher, and is not a Business or a Third Party.

2.4 The Publisher confirms that such Processing of Personal Information by AWIN on behalf of the Publisher shall be undertaken by AWIN for the Publisher’s own Business Purpose.

2.5 AWIN shall not:

2.5.1 Sell Personal Information;

2.5.2 retain, use, or disclose Personal Information it receives from the Publisher under the Agreement for any purpose other than for the specific purpose of performing the Services, including retaining, using, or disclosing such Personal Information for a commercial purpose other than providing the Services;

2.5.3 retain, use, or disclose the Personal Information outside of the direct
business relationship between the AWIN and the Publisher.

2.6 Entry by AWIN into this CCPA Annex shall constitute a certification pursuant to 1798.140(w)(2) of the CCPA that AWIN understands the restrictions in Clause 2.5 of this CCPA Annex and will comply with them.

Transparency

2.6.1 The Publisher shall provide Consumers with information about how Personal Information is being Processed by or on behalf of the Publisher, which shall at a minimum include all the information required by the CCPA, in a concise, transparent and easily accessible form, using clear and plain language.

Consumer Rights

2.6.2 Each party shall fulfil its obligations with respect to requests to exercise Consumer rights under the CCPA. AWIN will provide the Publisher with any co-operation reasonably requested by the Publisher to enable the Publisher’s compliance with this CCPA Annex.

Security and Confidentiality of Data

2.6.1 AWIN shall, in relation to Personal Information, implement and maintain reasonable security measures, procedures and practices appropriate to the nature of the Personal Information and adequate under the CCPA to protect such information from unauthorized access, destruction, use, modification or disclosure.

Personal Information Breach

2.6.2 Awin shall:

(a) notify the Publisher without undue delay upon becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information transmitted, stored or otherwise Processed, affecting Personal Information ("Network Data Breach"); and

(b) not issue a press release or communicate with any member of the press in respect of the Network Data Breach, without having obtained prior written approval by the Publisher.

2.6.3 The parties shall co-operate to take reasonable commercial steps for the investigation, mitigation and remediation of the Network Data Breach.

2.7 The Publisher warrants and undertakes for the Term that:

2.7.1 it has provided all notices and obtained all necessary consents, if any, to provide or make available Personal Information to AWIN for the purposes described in the Agreement;

2.7.2 it shall not provide or make available to AWIN any Personal Information that includes (i) a social security number, passport number, driver's license number, or similar identifier, credit card or debit card number, employment, financial or health information; (ii) Personal information relating to an individual under sixteen (16) years of age; (iii) Personal Information relating to any individual that has exercised a right to opt-
out; or (iv) any other information which may be subject to additional protections under applicable laws or regulations including, but not limited to, the Gramm-Leach-Bliley Act (GLBA), the Health Insurance Portability and Accountability Act (HIPAA) or the Children’s Online Privacy Protection Act (COPPA), or which could give rise to notification obligations under data breach notification laws, without AWIN’s prior written approval;

2.7.3 its marketing of any Advertiser or its Products will comply with the CCPA;

and

2.7.4 the Publisher Service will be operated in accordance with the CCPA.

2.8 Neither party will not do or omit to do any act which may cause the other party to be in breach of any of its obligations under the CCPA.

3. LIMITATION OF LIABILITY

Each party shall be liable for any breaches of CCPA for which such party is responsible and accordingly there shall be no joint or several liability between the parties in respect of such breaches.