

## **First AML CCPA Data Processing Addendum**

This CCPA Data Processing Addendum (the “Addendum”) reflects the requirements of the California Consumer Privacy Act of 2018 and its implementing regulations, as amended or superseded from time to time. This Addendum makes clear that First AML is acting as a Service Provider for CCPA purposes.

This Addendum forms part of the First AML Terms of Service, and of any superseding written Master Service Agreement, entered by and between you, the Customer (as defined in the Agreement) (“Customer”), and First AML. (collectively, the “Agreement”).

This Addendum reflects the parties’ desire and intent to modify and amend the Agreement, in accordance with the terms and conditions hereinafter set forth, with regard to the processing of Customer Personal Information (as defined below) by First AML on behalf of the Customer.

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

You represent and warrant that you have full authority to bind the Customer to this Addendum. If you cannot, or do not agree to, comply with and be bound by this Addendum, or do not have authority to bind the Customer or any other entity, please do not provide any Customer Personal Information to us.

If you need a signed copy of this Addendum you can send a request to [privacy@firstaml.com](mailto:privacy@firstaml.com) and we’ll provide you a countersigned copy.

### **1. Definitions and interpretation.**

**1.1. Definitions.** In this Addendum, the following terms shall have the following meanings: (a) “Business”, “Collects” (and “collected” and “collection”), “Consumer”, “Business Purpose”, “Sell” (and “selling”, “sale”, and “sold”) and “Service Provider” shall have the meanings given to them in §1798.140 of the CCPA.

(b) “Business Purpose” has the meaning given in Section 5.2 of this Addendum.

(c) "California Consumer Privacy Act" or "CCPA" means Title 1.81.5 California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100–1798.199), as amended or superseded from time to time.

(d) "California Privacy Rights Act" or "CPRA" means the California Privacy Rights Act of 2020, (2020 Cal. Legis. Serv. Proposition 24, codified at Cal. Civ. Code §§ 1798.100 et seq.), and its implementing regulations, as amended or superseded from time to time.

(e) "Agreement" shall have the meaning given in paragraph A of the Introduction to this Addendum.

(f) "Personal Information" means personal information as defined by §1798.140 of the CCPA submitted as Customer Data for processing pursuant to the Agreement.

**1.2. Interpretation.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Agreement.

## **2. Relationship with the Agreement.**

**2.1.** This Addendum supersedes any conflicting or inconsistent provisions in the Agreement related to data protection and, in the event of ambiguity, this Addendum will prevail. The Agreement, as amended and modified by this Addendum, otherwise remains in full force and effect.

**2.2.** Any claims brought under or in connection with this Addendum shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

**2.3.** No one other than a party to this Addendum, its successors and permitted assignees shall have any right to enforce any of its terms.

**2.4.** This Addendum shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by the CCPA and/or the CPRA.

**2.5.** This Addendum shall terminate simultaneously and automatically with the termination or expiration of the Agreement.

**2.6.** Both parties agree that this Addendum shall be interpreted in favour of their intent to comply with the CCPA and CPRA and therefore any ambiguity shall be resolved in favour of a meaning that complies and is consistent with the CCPA and CPRA (as applicable).

### **3. Scope of this Addendum**

**3.1.** This Addendum applies only where, and to the extent that, First AML processes Personal Information that is subject to the CCPA and/or the CPRA on behalf of Customer as a Service Provider in the course of providing the Services pursuant to the Agreement. In this Addendum, references to sections of the CCPA are to those sections as amended by the CPRA.

**3.2.** This Addendum does not include personal information collected in accordance with the General Data Privacy Notice, for which First AML is the Business that Collects such personal information from Consumers and determines the purposes and means of its processing.

### **4. Data Protection**

**4.1. Service provider appointment.** Customer is a Business and appoints First AML as its Service Provider to Collect and process the Personal Information for the Business Purpose. First AML is responsible for its compliance with its obligations under this Addendum and for compliance with its obligations as a Service Provider under the CCPA and the CPRA. Customer is responsible for compliance with its own obligations as a Business under the CCPA and the CPRA and shall ensure that it has provided notice and has obtained (or shall obtain) all consents and rights necessary under the CCPA and the CPRA for First AML to Collect and process the Personal Information for the Business Purpose.

**4.2. Business purpose.** First AML shall only Collect and process Personal Information as a Service Provider upon lawful documented instructions from Customer, including those in the Agreement, this Addendum, and Customer's configuration of the Services or as otherwise necessary to provide the Services (the "Business Purpose"). First AML must not process the Personal Information for any purpose other than for the Business Purpose, except where and to the extent permitted by the CCPA and/or the CPRA.

**4.3. Service provider certification.** First AML shall not:

- (a) Sell the Personal Information;
- (b) retain, use, or disclose the Personal Information for any purpose other than for the Business Purpose, including to retain, use, or disclose the Personal Information for a commercial purpose other than providing its Services under the Agreement;
- (c) retain, use, or disclose the Personal Information outside of the direct business relationship between the First AML and Customer;
- (d) process the Personal Information for targeted and/or cross context behavioral advertising;
- (e) combine Personal Information with any other data if and to the extent this would be inconsistent with the limitations on service providers under the CCPA or other laws.

First AML certifies that it understands the restrictions set out in this Section 4.3 and will comply with them.

**4.4. Consumer's rights.** First AML will, upon Customer's instructions (and at Customer's expense):

- (a) use reasonable efforts to assist Customer in deleting Personal Information in accordance with a Consumer's request (and shall instruct any service providers it has appointed to do the same) except where and to the extent permitted to retain the Personal Information pursuant to an exemption under the CCPA and/or the CPRA; and
- (b) use reasonable efforts to assist Customer in responding to verified Consumer requests received by Customer to provide information as it relates to the Collection of Personal Information for the Business Purpose.

**4.5. Assistance.** First AML will, upon Customer's instruction and upon proof of such a communication, provide reasonable assistance to Customer to enable Customer to respond to any correspondence, enquiry or complaint received from a Consumer or the California Attorney General in connection with the Collection and processing of the Personal Information.