



<b>Policy Title:</b> Consumer Privacy Policy	<b>Effective Date:</b> 03/02/2022	<b>Classification Category:</b> Corporate Compliance
<b>Approved by:</b> Frank Segrave, CEO	<b>Revision Dates:</b> 03/24/2022	<b>Last Review Date:</b> 03/02/2022

#### SCOPE:

This policy applies to all team members of PPS Holdings, Inc. and its affiliates, including, but not limited to, CPS Solutions, LLC; CPS Puerto Rico, Inc.; CPS Telepharmacy Inc.; Comprehensive Purchasing Alliance, LLC; and Therigy, LLC (collectively, “CPS” or the “Company”). Failure to comply with this policy will result in disciplinary action up to and including termination.

This policy applies to all personal information (defined below) that CPS collects through marketing, application, and other internet websites (collectively, the “Websites”), and through written and verbal communications with consumers (collectively, “Consumer” or “You”).

#### PURPOSE:

Certain states maintain consumer privacy laws (“CPLs”) designed to give consumers privacy rights over the personal information that businesses collect. This policy provides guidelines on how CPS complies with applicable CPLs, including notifying consumers (defined below) regarding personal information collected, the purposes for collection, CPS uses and disclosures, and the consumer’s right to know, access, delete, correct, and limit uses of their personal information.

#### TABLE OF CONTENTS:

Section	Topic
<b>I.</b>	<b>Definitions</b>
<b>II.</b>	<b>Notice at Collection</b>
	A. Categories of Personal Information Collected
	B. Business Purpose for Collection
	C. Categories of Service Providers / Contractors to Whom CPS Discloses
	D. Categories of Sources from Whom CPS Collect
	E. Consumer Collection Notice
	F. Personal Information of Employees, Applicants, and Independent Contractors
	G. Personal Information Minimization
	H. Personal Information Retention Period
<b>III.</b>	<b>Consumer’s Personal Information Rights</b>
	A. Right to Know What Personal Information is Collected
	B. Right to Know What Personal Information is Disclosed.
	C. Right to Delete Personal Information
	D. Right to Correct Inaccurate Personal Information
	E. Right to Opt-Out of Sale (Reserved as Inapplicable)
	F. Right to Opt-Out of Sharing Personal Information for Cross-Context Behavioral Advertising Purposes (Reserved as Inapplicable)
<b>IV.</b>	<b>Exercising Consumer Rights</b>
<b>V.</b>	<b>Website Tracking Technology</b>
<b>VI.</b>	<b>Personal Information Use Agreement (PIUA)</b>
<b>VII.</b>	<b>Non-Retaliation</b>

VIII.	<b>Safeguarding Children's Privacy</b>
IX.	<b>Non-Consumer Personal Information</b>
X.	<b>Use and Disclosure of Sensitive Personal Information</b>
XI.	<b>De-Identified or Aggregate Personal Information</b>
XII.	<b>Training</b>
XIII.	<b>Record Keeping</b>
XIV.	<b>Contact CPS</b>
XV.	<b>Updates to the Policy</b>

#### I. **DEFINITIONS:**

**Affiliates** mean CPS' parent company and any subsidiaries that CPS controls or that are under common control with it.

**Business Purpose** means the use of Personal Information for the Covered Business's operational purposes, or other notified purposes, or for the Service Provider or Contractor's operational purposes.

**Consumer** means an individual who resides in a U.S. State or Commonwealth with a CPL.

**Contractor** means a person to whom the Covered Business makes available a consumer's Personal Information for a Business Purpose pursuant to a Personal Information Use Agreement.

**Covered Business** means a for-profit enterprise that collects consumer's Personal Information, determines the purposes, or means of processing consumers' personal information, that does business in a U.S. State or Commonwealth with a CPL and that satisfies at least one of the following:

1. Annual gross revenues more than \$25,000,000 (as adjusted) in the preceding calendar year.
2. Annually buys, sells, or shares Personal Information of 100,000 or more consumers in each U.S. State or Commonwealth with a CPL.
3. Derives at least 50% of its annual revenue from selling or sharing consumers' Personal Information in each U.S. State or Commonwealth with a CPL.

**Consumer Privacy Law (CPL)** means a consumer privacy law promulgated in a U.S. State or Commonwealth that is designed to protect Personal Information privacy rights and protections for individuals who reside in that U.S. State or Commonwealth.

**Personal Information (PI)** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with consumers or households.

Personal Information does **not** include:

1. Information lawfully made available from government records.
2. Information that a business reasonably believes is lawfully made available to the public by the consumer or widely distributed media.
3. Deidentified or aggregated consumer information.
4. Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).
5. Health information covered by state medical information confidentiality laws.

**Personal Information Use Agreement (PIUA)** means an agreement between a Covered Business and a Service Provider or Contractor, or between a Service Provider or Contractor and another Service Provider or Contractor that describes the terms of the relationship and how PI can be used and disclosed.

**Processing** means any operation or set of operations that are performed on Personal Information or on sets of Personal Information, whether by automated or manual means.

**Sell, selling, sale, or sold** means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's Personal Information by the business to another business or a third party for monetary or other valuable consideration.

**Service Provider** means a person that processes Personal Information on behalf of a Covered Business and that receives from or on behalf of a Covered Business a consumer's Personal Information for a Business Purpose pursuant to a Personal Information Use Agreement.

**Share, shared, or sharing** means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's Personal Information by the business to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between a business and a third party for cross-context behavioral advertising for the benefit of a business in which no money is exchanged.

**Third Party** means a person who is not:

1. The covered business with whom the consumer intentionally interacts and collects personal information from the consumer.
2. A service provider to the covered business.
3. A contractor.

## II. NOTICE AT COLLECTION

CPS collects personal information in connection with its marketing, application, and other internet websites, including but not limited to CPS.com, Azina.com, and Therigy.com, and through oral and written communications with CPS personnel. CPS does not sell or share personal information with third parties. As discussed in more detail below, CPS discloses personal information to service providers and contractors for business purposes.

The table below details the consumer's personal information that CPS collects and includes:

<b>A. Categories of Consumer PI Collected.</b>  CPS may collect the following categories of consumer PI:	<b>B. Business Purposes for Collecting Consumer PI.</b>  CPS uses consumer PI to:	<b>C. Categories of Service Providers/ Contractors to Whom CPS Discloses Consumer PI.</b>  CPS discloses consumer PI to the following categories of service providers / contractors:
<ul style="list-style-type: none"> <li>• Identifiers (including name, mailing address, email address, IP address, phone number, or emergency contact).</li> <li>• Personal information (including marital status, veteran or military status, dependent information, immigration status, academic and professional qualifications, employment history, banking details, tax information, and withholdings).</li> <li>• Protected classifications under state or federal law (including citizenship, ethnic origin, age, gender, and disability).</li> <li>• Sensitive Personal Information (including social security number, driver's license number, picture of driver's license, race, and religious beliefs).</li> <li>• Commercial information (including purchasing history).</li> <li>• Biometric information (including fingerprint, voice recordings, and health or exercise data).</li> </ul>	<ul style="list-style-type: none"> <li>• Comply with applicable laws.</li> <li>• To fulfill or meet the reason the consumer provided the personal information.</li> <li>• To give consumers the information, products, or services you request from CPS.</li> <li>• Improve our services and tailor them to CPS' customer's needs.</li> <li>• Respond to inquiries and resolve problems.</li> <li>• Measure the effectiveness of and improve CPS' marketing and outreach efforts.</li> <li>• Recruit, evaluate and engage contractors and employees.</li> <li>• Conduct applicant, employee, and contractor background checks.</li> <li>• Manage employee and contractor relationships.</li> <li>• Create, maintain, and secure CPS internal accounts.</li> <li>• Timekeeping.</li> <li>• Payroll administration.</li> <li>• Expense reporting.</li> <li>• Administer employee benefits.</li> <li>• Contact emergency contact when needed.</li> <li>• Manage and monitor access to CPS facilities, equipment, and systems.</li> <li>• Conduct internal audits and investigations.</li> <li>• CPS operations, including safety protocols.</li> <li>• Exercise or defend the legal rights of CPS and its representatives.</li> </ul>	<ul style="list-style-type: none"> <li>• Contract management.</li> <li>• Quality analysts and consultants.</li> <li>• Advertising and marketing.</li> <li>• Professional education and resources.</li> <li>• Recruitment and applicant tracking system.</li> <li>• Payroll processing.</li> <li>• Benefits administration.</li> <li>• HRIS, including employment, payroll, benefits administration, performance reviews, and timekeeping.</li> <li>• Information technology.</li> <li>• Security.</li> <li>• CPS advisors, including accountants, lawyers, financial advisors.</li> </ul>

<ul style="list-style-type: none"> <li>• Internet or other electronic network activity information (including browsing history, search history, information regarding interaction with a website application or advertisement, and use of CPS devices and networks).</li> <li>• Geolocation data (including time and physical location relative to use of the websites, a CPS device, or network or physical access to a CPS office location).</li> <li>• Sensory data (including COVID-19 related temperature checks, call monitoring, and video surveillance).</li> <li>• Professional or employment-related information (including job title, position, hire date, compensation, performance, disciplinary records, and sick leave records).</li> <li>• Education information (including non-public personally identifiable information as defined under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99)).</li> <li>• Inferences (including preferences, characteristics, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes).</li> </ul>	<ul style="list-style-type: none"> <li>• Employee training and development.</li> <li>• Workers' compensation claims management.</li> <li>• Employee job performance, including performance reviews, promotions, discipline, and termination.</li> <li>• Maintain commercial insurance policies and coverage.</li> <li>• Perform workforce analytics and benchmarking.</li> <li>• To provide, support, personalize, and or develop our website(s), products, or services.</li> <li>• To personalize the consumers website experience and deliver content, products, and service offerings relevant to your interests.</li> <li>• To provide the consumer with email alerts, event registrations, and other notices concerning CPS products or services, events, or news that you have requested or may be of interest to you.</li> <li>• To help maintain CPS' website's safety, security, the integrity of products and services, databases, and other technology assets, and business.</li> <li>• For testing, research, analysis, and product development, including developing and improving CPS' website, products, and services.</li> <li>• To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all CPS' assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Information held by CPS is among the assets transferred.</li> <li>• To achieve CPS' legitimate business interest.</li> <li>• To investigate, prevent, or act regarding potential violations of CPS policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which CPS is involved.</li> </ul>	
---	--	--

D. **Sources of Personal Information from Whom CPS Collects:** CPS obtains the categories of personal information listed above from the following sources:

1. **Directly from consumers through CPS' websites** when consumers voluntarily provide their personal information to CPS. Consumers may provide their personal information to CPS when they express interest in obtaining information about CPS or CPS products and services, participate in activities on the websites, purchase products or services, or complete a form requesting contact from CPS. The personal information CPS collects depends on the context of the consumers' interaction with CPS and the websites, the choices they make, and the products and features they use.
2. **Directly from consumers through verbal and written communications** with CPS representatives, including job applications, reference materials, forms (including employment, payroll, and benefits administration), messaging applications, email, and the "Comments" section of the websites.
3. **Indirectly from consumers by collecting information about their actions on CPS websites** when consumers visit, use, or navigate the websites. This information does not reveal their specific identity but may include device and usage information, such as their IP address, browser, and device characteristics, operating system, language preference, referring URLs, device name, country, location, information about how and when they use CPS' websites, and other technical information.
4. **Indirectly from consumers by collecting information about their use of CPS resources.** CPS automatically collect certain information when consumers log into and out of CPS information systems and when they access CPS properties and systems that are monitored with security system surveillance in the form of physical security, badge readers, and network security.
5. **Public databases.** CPS collects certain information about consumers through lawful use of public databases, including the OIG Exclusions Database and state licensure boards.
6. **Service providers and contractors.** CPS collects certain information about consumers from CPS' services providers and contractors, including those that complete background surveys for CPS employment and contracting purposes, regularly monitor the OIG Exclusions Database, and coordinates recruitment and application processing.
7. **CPS affiliates.** CPS may receive personal information about consumers from ITS affiliates. CPS affiliates are also subject to this policy.

- E. **Consumer Collection Notice:** CPS provides consumers with a notice at or before the point of collecting personal information. This notice includes a list of personal information categories, the purpose for the collection, a statement that CPS does not sell or share personal information, and the retention period for each personal information category.

Additionally, CPS' Notice of Collection for consumers includes a "cookie" banner displayed on CPS websites to inform consumers that CPS' website stores cookies on their web browser to improve their website experience and provide more personalized information to them, both on CPS websites and through other CPS communications.

- F. **Personal Information of Employees, Applicants, and Independent Contractors CPS Collects.** The CPL includes the same consumer rights and business obligations related to the personal information of employees, applicants, and independent contractors that is collected or used by CPS as a potential employer and or an employer throughout the applicant and employment process.
- G. **Minimization of Personal Information CPS Collects.** CPS will collect, use, retain, and disclose personal information only as reasonably necessary for each disclosed collection purpose. CPS will not use the personal information it collects for materially different, unrelated, or incompatible purposes than those listed above without first providing the consumer notice.
- H. **Retention of the Personal Information CPS Collects.** CPS will retain personal information for as long as needed or permitted considering the purpose(s) for which it was collected. The criteria used to determine CPS' retention periods include:
1. The length of time CPS has an ongoing relationship with the consumer.
  2. Whether CPS has a legal obligation to maintain or destroy personal information.
  3. Whether retention is advisable considering CPS' legal position such as regarding the enforcement of the website Terms and Conditions, applicable statutes of limitation, litigation, or regulatory investigations.

### III. **YOUR PERSONAL INFORMATION RIGHTS**

CPLs provide consumers with specific rights regarding their personal information. This section describes these consumer rights and explains how to exercise those rights.

- A. **Right to Know What Personal Information CPS Collects.** Consumers have the right to request that CPS disclose certain information to them about its collection and use of their personal information. Additionally, consumers have the right to obtain a transferrable copy of specific pieces of this personal information (Right of Portability). Once CPS receives the consumers request and confirms their identity (see Exercising Consumer Rights section), CPS will disclose the following to them:
1. The categories of personal information CPS collected about them.
  2. The categories of sources for the personal information CPS collected about them.
  3. Our business purpose for collecting the personal information.
  4. The categories of service providers/contractors to whom CPS disclose personal information.
  5. The specific pieces of personal information CPS collected about them.

- B. **Right to Know What Personal Information CPS Disclosed.** Consumers have the right to request that CPS disclose certain information to them about CPS disclosures of their personal information to services providers and contractors for a business purpose. Once CPS receives the consumers request and confirms their identity (see Exercising Consumer Rights section), CPS will disclose the following to them:
1. The categories of personal information collected about them.
  2. The categories of personal information that were disclosed about them to service providers and contractors for a business purpose.
  3. The categories of service providers and contractors to whom their personal information was disclosed.
- C. **Right to Delete Personal Information CPS Collects.** Consumers have the right to request that CPS delete any personal information about them that was collected, subject to certain exceptions. Once CPS receives the consumer's request, confirms their identity (see Exercising Consumer Rights section), and affirms the request, CPS will delete or de-identify their personal information, from CPS' records. Additionally, CPS will direct its service providers and contractors to take similar action. CPS may deny the consumer's request to delete if the personal information is subject to one of the following exceptions and necessary for CPS, CPS service providers, or contractors to:
1. Complete the transaction for which CPS collected the personal information, provide a product or service that the consumer requested, take actions reasonably anticipated within the context of or alignment with expectations of CPS ongoing business relationship with the consumer, or otherwise perform CPS' contract with them.
  2. Help ensure security and integrity to the extent the use of Your personal information is reasonably necessary and proportionate for those purposes.
  3. To identify and repair errors that impair existing intended functionality.
  4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights or exercise another right provided for by law.
  5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *et. seq.*).
  6. Engage in public or peer-reviewed scientific, historical, or statistical research that adheres to all other applicable ethics and privacy laws, when the personal information's deletion is likely to render impossible or seriously impair the ability to complete such research, if you previously provided informed consent.
  7. Enable solely internal uses that are reasonably aligned with consumer expectations based on the consumers relationship with CPS.
  8. Comply with a legal obligation.
- D. **Right to Correct Personal Information CPS Collects.** Consumers have the right to request that CPS correct any inaccurate personal information CPS maintains about them. Once CPS receives the consumer's request, confirms their identity (see Exercising Consumer Rights section), and affirms the request, CPS will use commercially reasonable efforts to correct the inaccurate personal information CPS maintain about you as you direct.



- E. **Right to Opt-Out of Sale of Personal Information CPS Collects (Reserved as Inapplicable)**. CPS does not sell consumers personal information. For purposes of CPL, a business does not sell personal information when:
1. A consumer uses or directs the business to intentionally disclose personal information or uses the business to intentionally interact with a third party.
  2. The business uses or shares an identifier for a consumer who has opted out of the sale of the consumer's personal information for the purposes of alerting third parties that the consumer has opted out of the sale of the consumer's personal information.
  3. The business uses or shares with a service provider personal information of a consumer that is necessary to perform a business purpose.
  4. The business transfers to a third party the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business.
- F. **Right to Opt-Out of Sharing Personal Information for Cross-Context Behavioral Advertising Purposes CPS Collects (Reserved as Inapplicable)**. CPS does not share consumer personal information for cross-context behavioral advertising. For the purposes of CPL, a business does not share personal information when:
1. A consumer uses or directs the business to intentionally disclose personal information or intentionally interact with one or more third parties.
  2. The business uses or shares an identifier for a consumer who has opted out of the sharing of the consumer's personal information or limited the use of the consumer's sensitive personal information for the purposes of alerting persons that the consumer has opted out of the sharing of the consumer's personal information or limited the use of the consumer's sensitive personal information.
  3. The business transfers to a third party the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business.

#### IV. EXERCISING CONSUMER RIGHTS.

This section explains how consumers can exercise their rights under the CPLs.

- A. **Privacy Contacts**. For consumers to exercise the consumer rights listed above, they should submit a verifiable request to CPS by either:
1. Submitting an email to [CPS.Privacy@CPS.com](mailto:CPS.Privacy@CPS.com)
  2. Calling CPS at 1-833-450-4229.
  3. Submitting a written request by mail to CPS Solutions, LLC 655 Metro Place South Suite 450 Dublin, Ohio 43017-3520 ATTN: CPS Compliance Officer, Corporate Compliance Department.

- B. A Verifiable Request.** CPS is required to provide consumers with information only after it has verified that the requestor is the consumer about whom CPS has collected information. A verifiable request must:
1. Provide sufficient information that allows CPS to reasonably verify the consumer is the person about whom CPS collected personal information, which may include identifiers such as name, postal address, telephone number, email address
  2. Describe their request in sufficient detail that allows CPS to properly understand, evaluate, and respond to it.
- C. Authorized Representatives.** Only the consumer, or a person duly authorized on their behalf, may request related to their personal information. If the requestor is the person duly authorized on behalf of a consumer, please explain how or why the requestor is authorized to make the request on behalf of the consumer.
- D. Response Time for Request.**
1. CPS will confirm receipt of the consumer's request within three (3) business days. If the consumer does not receive confirmation within the 3-day timeframe, please contact [CPS.Privacy@CPS.com](mailto:CPS.Privacy@CPS.com).
  2. CPS will act on the request no later than 45 days after receipt of the request. If CPS requires more time (up to another 45 days), it will inform the consumer of the reason and extension period in writing.
  3. For data portability requests, CPS will select a format to provide consumers personal information that is readily useable and should allow them to transmit the personal information from one entity to another entity without hindrance.
  4. CPS does not charge a fee to process or respond to verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. CPS will tell the consumer why it made that decision and provide them with a cost estimate before completing their request if it determines that the request warrants a fee.
  5. In some instances, CPS may not be able to comply with the consumers' request, in which case it will respond with the reasons that prevent it from complying.
  6. If CPS declines the consumer's request, the consumer can appeal CPL' decision by submitting a Written Statement of Disagreement. This written statement will be reviewed by someone who was not directly involved in the initial denial. Within 60 days of receipt of the appeal, CPS will inform the consumer, in writing, of action taken regarding the appeal, including a written explanation of the reason for the decision. Consumers can also file a complaint with the applicable state's Attorney General.

## **V. WEBSITE TRACKING TECHNOLOGY**

- A. Use of Cookies.** CPS may place a file, called a "cookie," on the consumers computer or mobile device when they visit its website or click on our URL. Cookies are a standard internet technology that allows CPS to gather and track information related to them and store and retrieve information on their computer. These cookies automatically identify their browser whenever they interact with CPS' website. Cookies help CPS review website traffic patterns to enhance the consumers' experience and operate CPS' website. Most browsers automatically accept these cookies, but you can change your browser setting to prevent the acceptance of cookies. The consumer should be aware that changing their browser setting will prevent them from using some of the features of our website and all cookies will be disabled from being delivered to their browser, not just the cookies delivered by CPS website.
- B. Use of Web Beacons.** Web beacons (also known as internet tags, pixel tags, and clear GIFs) are transparent electronic images that are embedded on CPS website and used to monitor a consumer's interactions on CPS' website. Beacons recognize certain types of information on consumer's computer, such as the type of browser used to view a website page, their IP address, when they viewed a particular site and for how long, and a description of a site tied to the Web beacon. Certain pages on CPS' website may contain Web beacons, which CPS uses to operate and improve the website.
- C. Use of Analytic Companies.** CPS uses analytic companies to gather information from consumers to track website performance and collect consumer insights. Analytic companies help CPS determine top sources of consumer traffic, gauge the success of our marketing activities and campaigns, and discover patterns and trends in consumer engagement. The functionality acquires consumers' information using a pixel. A pixel is tracking code that is inserted on a web page to collect data and generate customized reports for CPS.

## **VI. SECURITY OF YOUR PERSONAL INFORMATION**

CPS maintains reasonable security measures to safeguard consumers' personal information from unauthorized or illegal access, destruction, use, modification, or disclosure. However, no security system is impenetrable, and CPS cannot guarantee the security of its website, nor can it guarantee that personal information supplied by consumers will not be intercepted while being transmitted to CPS over the internet, and CPS is not liable for the illegal acts of criminal persons such as hackers.

## **VII. PERSONAL INFORMATION USE AGREEMENT (PIUA)**

CPS maintains a Personal Information Use Agreement with each service provider and contractor with respect to service providers and contractors to whom CPS discloses personal information. A PIUA is an agreement between a covered business and a service provider or contractor, or between a service provider or contractor and another service provider or contractor that:

- A.** Specifies that the personal information is disclosed only for limited and specified purposes
- B.** Prohibits the service provider or contractor from:
  - 1. Selling or sharing the personal information.
  - 2. Retaining, using, or disclosing the personal information for any purpose other than for the business purposes specified in the PIUA.
  - 3. Retaining, using, or disclosing the personal information outside of the direct business relationship between the contractor and the covered business.

4. Combining the personal information with personal information from other sources.
- C. Obliges the service provider or contractor to comply with applicable CPL requirements.
- D. Grants CPS the right to take reasonable and appropriate steps to help ensure that the services provider or contractor uses the personal information in a manner consistent with CPS' CPL obligations.
- E. Requires the services provider or contractor to notify CPS if it determines that it can no longer comply with applicable CPL requirements.
- F. Includes a certification that the service provider or contractor understands the PIUA restrictions and will comply with them.
- G. Permits CPS to monitor the service provider's or contractor's compliance with PIUA requirements at least once every 12 months.
- H. Gives CPS the right upon such notice to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information.

#### **VIII. RIGHT OF NO RETALIATION FOLLOWING EXERCISE OF RIGHTS.**

- A. CPS will not discriminate against the consumer because they exercise any rights hereunder, including but not limited to:
  1. Denying them goods or services.
  2. Charging them different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
  3. Provide them a different level or quality of goods or services.
  4. Suggesting that they may receive a different price or rate for goods or services or a different level or quality of goods or services.
  5. Retaliating against an employee, applicant for employment or independent contractor in connection with the exercise of rights hereunder.
- B. CPS may offer consumers certain financial incentives permitted by law that can result in different prices, rates, or quality levels. Any permitted financial incentive CPS offers will reasonably relate to the consumer's personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program require prior opt-in consent, which they may revoke at any time.

#### **IX. SAFEGUARDING CHILDREN'S PRIVACY.**

CPS does not intend to collect personal information from consumers under eighteen (18) years of age, unless permitted by law. If consumers are under the age of eighteen (18), they should not provide, submit, or disclose any personal information to CPS in any format, including on or through the websites.

#### **X. NON-CONSUMER PERSONAL INFORMATION**

CPS is headquartered and provides services in the United States and Puerto Rico. CPS' legal obligations with respect to use and disclose of personal information is subject only to CPLS in effect in the United States and Commonwealths where CPS does business. If the website visitor is not a resident of the United States or a Commonwealth with a CPL, they should be aware that personal information they provide to CPS or that CPS collects from them is not subject to the CPL rights and obligations described in this policy. By accessing CPS websites and communicating with CPS representatives, the website visitor consents to the collection, international transfer, storage, and processing of their personal information.

## **XI. Use and Disclosure of Sensitive Personal Information.**

CPS limits the use and disclosure of consumers' sensitive personal information to the business purposes described below.

- A. Actions necessary for the performance of services or provision of goods, that an average consumer requesting those goods or services would reasonably expect.
- B. Helping to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for these purposes.
- C. Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a consumer's current interaction with the covered business, provided that the consumer's personal information is not used to build a profile about the consumer or otherwise alter the consumer's experience outside the current interaction with the covered business.
- D. Performing services on behalf of the covered business, including maintain or servicing accounts, providing customer service, processing or fulfilling orders and transaction, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the covered business.
- E. Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the Covered Business, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the covered business.

**Sensitive personal information** means a subset of personal information that reveals a consumer which includes:

- Social security, driver's license, state identification or passport number.
- Account log-in, financial account, or debit or credit card number in combination with any required security or access code, password or other credentials allowing access to that account.
- Precise geolocation.
- Racial or ethnic origin, religious or philosophical beliefs or union membership.
- Mail, email, or text messages content, unless the business is the intended recipient.
- Genetic data.
- Content of consumer mail, email, and text messages unless the business is the intended recipient of the communication.
- The processing of biometric information for the purpose of uniquely identifying a consumer.
- Personal information collected and analyzed concerning a consumer's health, sex life, or sexual orientation.

## **XII. DE-IDENTIFIED OR AGGREGATED PERSONAL INFORMATION**

CPS may collect, use, retain, sell, or disclose data that meets the statutorily defined terms of deidentified or aggregate consumer information. Data qualifies as:

- A. **Deidentified** when it cannot reasonably be used to infer information about, or otherwise be linked to a particular consumer of the business processing the deidentified information and the business:
  - 1. Takes reasonable measures to ensure that the information cannot be associated with a consumer or household.

2. Publicly commits to maintain and use the information in deidentified form and not to attempt to reidentify the information (except as needed to audit the deidentification process's compliance).
3. Contractually obligates any deidentified information recipients to comply with all the CPLs deidentification provisions.

**B. Aggregate Consumer Personal Information** when it relates to a group or category of consumers from which individual consumer identities were removed; and that is not linked or reasonably linkable to any consumer or household, including via a device.

### **XIII. TRAINING**

Any CPS team member responsible for handling consumer inquiries about the business's consumer privacy practices will receive training on the CPL requirements and how to direct consumers to exercise their CPL rights.

### **XIV. RECORD KEEPING**

CPS will maintain records that document how CPS responded to consumer rights requests for at least 24 months. CPS will maintain this personal information in log format and will include the date of request, nature of request, way the request was made, the date of the business's response, the nature of the response, and the basis for the denial of the request if the request is denied in whole or in part.

### **XV. CONTACT CPS**

For questions or concerns regarding how consumers' personal information is used, please contact CPS by:

1. Submitting an email to [CPS.Privacy@CPS.com](mailto:CPS.Privacy@CPS.com)
2. Calling CPS at 1-833-450-4229.
3. Submitting a written request by mail to CPS Solutions, LLC 655 Metro Place South Suite 450 Dublin, Ohio 43017-3520 ATTN: CPS Compliance Officer, Corporate Compliance Department.

### **XVI. UPDATES TO THIS POLICY**

CPS reserves the right to amend this policy at its discretion and at any time. CPS will post the updated policy on its websites and update the effective date when it makes changes to this policy. Consumers continued use to our website, following the posting of changes, constitutes their acceptance of such changes.

#### **REFERENCE INFORMATION:**

California Consumer Privacy Act (CCPA)  
California Privacy Rights Act (CPRA Prop 24)  
Virginia Consumer Data Protection Act (VCDPA) SB 1392  
Nevada SB 220 / NRS 603A  
Colorado Privacy Act SB 190

#### **POLICY REFERENCES:**

Notice at Collection of Consumer Personal Information



These policies do not create a contract of employment for any length of time, nor does it change the at-will nature of employment. Some of the policies described may require further interpretations. The Company reserves the right to add, modify, or terminate its policies, practices and procedures, or benefits at any time. This online policy supersedes all prior policies, including (without limitation, any hard-copy version of this policy previously distributed) and all prior practices and procedures on subjects covered in this policy. Because our online policies are updated periodically, team members should review the online policies to be informed of the current policies in effect.