

## **Bonsai Privacy Policy**

### **Applicable to all Site Users, including Professionals and Learners**

#### **1. This Notice**

This Notice is issued by SocialEd, Inc. (d/b/a Bonsai) on behalf of itself, its subsidiaries and its affiliates (together, “SocialEd”, “we”, “us” and “our”) and is addressed to individuals outside of our organization with whom we interact, including customers, visitors to our Sites, and other users of our services (together, “you”). Defined terms used in this Notice are explained in below under the header Definitions.

For the purposes of this Notice, SocialEd is the Controller. Contact details are provided below.

This Notice may be amended or updated from time to time to reflect changes in our practices with respect to the Processing of Personal Data, or changes in applicable law. We encourage you to read this Notice carefully, and to regularly check this page to review any changes we might make in accordance with the terms of this Notice.

#### **2. Collection of Personal Data**

Collection of Personal Data: We may collect Personal Data about you from the following sources:

Data you provide: We may obtain your Personal Data when you provide it to us (e.g., where you input data on our Site, or contact us via text, email or telephone).

Relationship data: We may collect or obtain your Personal Data in the ordinary course of our relationship with you (e.g., we provide a service to you).

Professional or Learner data: We may collect or obtain your Personal Data if you apply to become a Professional or Learner.

Vendor Data: We may collect or obtain your Personal Data from vendors we use to provide our services in the ordinary course of our business, including vendors that provide login authentication services, text message communication, payment services. This may include Personal Data that these vendors provide from other sites (e.g., Google, Facebook, LinkedIn, etc.)

Data you make public: We may collect or obtain your Personal Data that you manifestly choose to make public, including via social media (e.g., we may collect information from your social media or business networking profile(s)).

Site data: We may collect or obtain your Personal Data when you visit any of our Sites or use any features or resources available on or through a Site.

Third party information: We may collect or obtain your Personal Data from third parties who provide it to us (e.g., law enforcement authorities; etc.).

#### **3. Creation of Personal Data**

We may also create Personal Data about you, such as records of your interactions with us, our Learners, or our Professionals, including feedback and reviews about you, and your feedback and reviews of others

#### **4. Categories of Personal Data we may Process**

We may Process the following categories of Personal Data about you:

Personal details: given name(s); preferred name; and photographs.

Demographic information: date of birth; salutation; title; and language preferences.

Other Professional or Learner data: With respect to Professionals and Learners (in addition to any other applicable category set out in this Notice), we may also collect wireless device addresses (including text message addresses), payment information, professional biography, and other profiling information pertaining to your experience and expertise.

Contact details: address; telephone number; email address; and details of your public business networking profile(s) or online biographies.

Consent records: records of any consents you may have given, together with the date and time, means of consent and any related information (e.g., the subject matter of the consent).

Payment details: invoice records; payment records; billing address; payment method; bank account number; card or account security

Payment details: invoice records; payment records; billing address; payment method; bank account number; card or account security details; BACS details; SWIFT details; IBAN details; payment amount; and payment date.

Data relating to our Sites: device type; operating system; browser type; browser settings; IP address; language settings; dates and times of connecting to a Site; username; password; security login details; usage data; aggregate statistical information; internet service provider (ISP) details; referring and exit pages; and clickstream data.

[Views and opinions: any views, reviews and opinions that you input to our Site, , or publicly post about us, on social media platforms.]

Topics of Advice: any topics upon which you may seek advice when using our Site.

#### **5. Legal basis for Processing Personal Data**

In Processing your Personal Data in connection with the purposes set out in this Notice, we may rely on one or more of the following legal bases, depending on the circumstances:

Consent: We may Process your Personal Data where we have obtained your prior, express consent to the Processing (this legal basis is only used in relation to Processing that is entirely voluntary – it is not used for Processing that is necessary or obligatory in any way). This includes consents given in the Terms of Use or Professional Terms and Conditions, as applicable;

Contractual necessity: We may Process your Personal Data where the Processing is necessary in connection with any contract that you may enter into with us (for instance if you are a Professional or Learner or have applied to be a Professional or Learner, and have consented to provisions in the Terms of Use or Professional Terms and Conditions, as applicable);

Compliance with applicable law: We may Process your Personal Data where the Processing is required by applicable law;

Vital interests: We may Process your Personal Data where the Processing is necessary to protect the vital interests of any individual; or

Legitimate interests: We may Process your Personal Data where we have a legitimate interest in the Processing. The balancing test we have conducted in each case is as follows:

we have ensured that the Processing is lawful, proportionate, and conducted in accordance with the terms of this Notice;

we have ensured that we have a legitimate business need to perform the Processing; and

we have ensured that there is no material likelihood of any adverse impact on your interests, fundamental rights, or freedoms, as a result of the Processing.

## **6. Sensitive Personal Data**

We do not seek to collect or otherwise Process Sensitive Personal Data in the ordinary course of our business, and we suggest that you do not provide us any Sensitive Personal Data unless absolutely necessary. Given the nature of our Site (including the ability to seek advice with a natural language search), however, it is possible that you may provide us Sensitive Personal Data. Where it becomes necessary to Process your Sensitive Personal Data for any reason, we rely on one of the following legal bases:

Compliance with applicable law: We may Process your Sensitive Personal Data where the Processing is required or permitted by applicable law (e.g., to comply with any reporting obligations);

Detection and prevention of crime: We may Process your Sensitive Personal Data where the Processing is necessary for the detection or prevention of crime (including the prevention of fraud);

Establishment, exercise or defense of legal rights: We may Process your Sensitive Personal Data where the Processing is necessary for the establishment, exercise or defense of legal rights; or

Consent: We may Process your Sensitive Personal Data where we have, in accordance with applicable law, obtained your prior, express consent prior to Processing your Sensitive Personal Data (this legal basis is only used in relation to Processing that is entirely voluntary – it is not used for Processing that is necessary or obligatory in any way). This includes the express consents in our Terms of Use and Professional Terms and Conditions, as applicable.

Although we strongly discourage you providing us Sensitive Personal Data, if you provide Sensitive Personal Data to us, you must ensure that it is lawful for you to disclose such data to us, including ensuring that one of the legal bases set out above is available to us with respect to the Processing of those Sensitive Personal Data. Our Terms of Use and Professional Terms of Conditions, as applicable, provide that you consent to us processing any Sensitive Personal Data that you provide to us.

## **7. Purposes for which we may Process your Personal Data**

We may Process your Personal Data for the following purposes, subject to applicable law:

Provision of services: providing our Sites or services; providing services on request; and communicating with you in relation to those services. This includes using your Personal Data to match Learners and Professionals for the purpose of facilitating sessions in which Professionals provide advice to Learners.

Our Sites: operating and managing our Sites; providing content to you; displaying advertising and other information to you; communicating and interacting with you via our Sites; and notifying you of changes to any of our Sites, or our services.

Professionals and Learners: communicating with you in your capacity as a Professional or Learner (or prospective Professional or Learner), where applicable, to provide you with opportunities to participate in the Site, and to keep you up to date with new developments at SocialEd. Additionally, as a Professional, in accordance with the applicable Professional Terms and Conditions, we may share your information with Learners and non-Learner third parties for the purpose of providing services and promoting SocialEd's business, including without limitation by displaying such information on SocialEd's websites, print media and other materials (collectively, "Marketing Materials"). You may opt-out of this promotional use by contacting us.

Communications: communicating with you via any means (including via email, telephone, text message, social media, post or in person) information in which you may be interested (e.g., upcoming SocialEd events, new product offerings, information relevant to you as a Learner or Professional), subject to ensuring that such communications are provided to you in compliance with applicable law; maintaining and updating your contact information where appropriate; and obtaining your prior, opt-in consent where required.

Communications and IT operations: management of our communications systems; operation of IT security systems; and IT security audits.

Financial management: sales; finance; corporate audit; and vendor management.

Surveys: engaging with you for the purposes of obtaining your views on our services, including your views and opinions regarding Learners and Professionals.

Security: physical security of our premises (including records of visits to our premises; and CCTV recordings); and electronic security (including login records and access details).

Investigations: detecting, investigating and preventing breaches of policy, fraud, and violations of law, in accordance with applicable law.

Legal proceedings: establishing, exercising and defending legal rights.

Legal compliance: compliance with our legal and regulatory obligations under applicable law.

Improving our Sites, services: identifying issues with our Sites, or our services; planning improvements to our Sites, or our services; and creating new Sites, or services.

Recruitment and job applications: recruitment activities; advertising of positions; interview activities; analysis of suitability for the relevant position; records of hiring decisions; offer details; and acceptance details.

## **8. Disclosure of Personal Data to third parties**

We may disclose your Personal Data to other entities within the SocialEd group (such as third party vendors that help us provide our services to you), for legitimate business purposes (including operating our Sites, and providing services to you), in accordance with applicable law. In addition, we may disclose your Personal Data to:

you and, where appropriate, your appointed representatives;

legal and regulatory authorities, upon request, or for the purposes of reporting any actual or suspected breach of applicable law or regulation;

accountants, auditors, lawyers and other outside professional advisors to SocialEd, subject to binding contractual obligations of confidentiality;

third party Processors (such as payment services providers; login services, text message processors, survey partners, marketing outreach providers, cloud service providers, etc.), located anywhere in the world, subject to the requirements noted below in this Section;

any relevant party, law enforcement agency or court, to the extent necessary for the establishment, exercise or defense of legal rights;

any relevant party for the purposes of prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties;

any relevant party if we believe disclosure is necessary and appropriate to prevent physical, financial, or other harm, injury, or loss;

any relevant third party acquirer(s), in the event that we sell or transfer all or any relevant portion of our business or assets (including in the event of a reorganization, dissolution or liquidation);

any party that purchases a stake in our company, a portion of our business or the entire company, and has a legitimate need for such data; and

any relevant third party provider, where our Sites use third party advertising, plugins or content. If you choose to interact with any such advertising, plugins or content, your Personal Data may be shared with the relevant third party provider. We recommend that you review that third party's privacy policy before interacting with its advertising, plugins or content.

If we engage a third-party Processor to Process your Personal Data, the Processor will be subject to binding contractual obligations to: (i) only Process the Personal Data in accordance with our prior written instructions; and (ii) use measures to protect the confidentiality and security of the Personal Data; together with any additional requirements under applicable law.

Additionally, if you are a Professional or Learner:

We may disclose your information to third parties, such as current and former employers (to the extent we know this information) and companies that you have provided services to or contracted with, for the purpose of confirming any consents or approvals that you may need to participate in the Site;

To providers with whom we have partnered to facilitate surveys, compliance checks, and screenings;

## **9. International transfer of Personal Data**

Because of the international nature of our business, we may need to transfer your Personal Data to third parties as noted above, in connection with the purposes set out in this Notice. For this reason, we may transfer your Personal Data to other countries that may have different laws and data protection compliance requirements to those that apply in the country in which you are located.

If we transfer your Personal Data from the EEA to recipients located outside the EEA who are not in Adequate Jurisdictions, we will do so on the basis of Standard Contractual Clauses. If we do such transfers, you may request a copy of the Standard Contractual Clauses.

If you are located outside of the United States, you should be aware that the Personal Data you provide to us is being transmitted to us and Processed in the United States, and will be protected subject to this privacy policy and United States laws, which may not be as protective as the laws in your country. Please note that when you transfer any Personal Data directly to a SocialEd entity established outside the EEA, we are not responsible for that transfer of your Personal Data. We will nevertheless Process your Personal Data, from the point at which we receive those data, in accordance with the provisions of this Notice.

## **10. Data security**

We have implemented appropriate technical and organizational security measures designed to protect your Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, unauthorized access, and other unlawful or unauthorized forms of Processing, in accordance with applicable law.

Because the internet is an open system, the transmission of information via the internet is not completely secure. Although we will implement all reasonable measures to protect your Personal Data, we cannot guarantee the security of your data transmitted to us using the internet – any such transmission is at your own risk and you are responsible for ensuring that any Personal Data that you send to us are sent securely.

## **11. Data accuracy**

We take every reasonable step to ensure that:

your Personal Data that we Process are accurate and, where necessary, kept up to date; and any of your Personal Data that we Process that are inaccurate (having regard to the purposes for which they are Processed) are erased or rectified without delay.

From time to time we may ask you to confirm the accuracy of your Personal Data.

## **12. Data minimization**

We take every reasonable step to ensure that your Personal Data that we Process are limited to the Personal Data reasonably necessary in connection with the purposes set out in this Notice.

## **13. Data retention**

We take every reasonable step to ensure that your Personal Data are only Processed for the minimum period necessary for the purposes set out in this Notice. The criteria for determining the duration for which we will retain your Personal Data are as follows:

(1) we will retain copies of your Personal Data in a form that permits identification only for as long as:

- (a) we maintain an ongoing relationship with you (e.g., where you are a user of our services, are a Professional or Learner (or have applied to become one), or you are lawfully included in our mailing list and have not unsubscribed);
- (b) should you cease being a Professional or Learner, six (6) years from your most recent interaction with any SocialEd client; or
- (c) your Personal Data are necessary in connection with the lawful purposes set out in this Notice, for which we have a valid legal basis (e.g., where we have a legitimate interest in processing your data for the purposes of operating our business and fulfilling our obligations under a contract),

plus:

(2) the duration of:

- (a) any applicable limitation period under applicable law (i.e., any period during which any person could bring a legal claim against us in connection with your Personal Data, or to which your Personal Data may be relevant); and
- (b) an additional two (2) month period following the end of such applicable limitation period (so that, if a person bring a claim at the end of the limitation period, we are still afforded a reasonable amount of time in which to identify any Personal Data that are relevant to that claim),

and:

(3) in addition, if any relevant legal claims are brought, we may continue to Process your Personal Data for such additional periods as are necessary in connection with that claim.

During the periods noted in paragraphs (2)(a) and (2)(b) above, we will restrict our Processing of your Personal Data to storage of, and maintaining the security of, those data, except to the extent that those data need to be reviewed in connection with any legal claim, or any obligation under applicable law.

Once the periods in paragraphs (1), (2) and (3) above, each to the extent applicable, have concluded, we will either:

- permanently delete or destroy the relevant Personal Data; or
- anonymize the relevant Personal Data.

#### **14. Your legal rights**

Subject to applicable law, you may have a number of rights regarding the Processing of your Relevant Personal Data, including:

the right not to provide your Personal Data to us (however, please note that we may be unable to provide you with the full benefit of our Sites, or our services, if you do not provide us with your Personal Data – e.g., we may not be able to process your orders without the necessary details);

the right to request access to, or copies of, your Relevant Personal Data, together with information regarding the nature, Processing and disclosure of those Relevant Personal Data;

the right to request rectification of any inaccuracies in your Relevant Personal Data;

the right to request, on legitimate grounds:

- erasure of your Relevant Personal Data; or
- restriction of Processing of your Relevant Personal Data;

the right to object, on legitimate grounds, to the Processing of your Relevant Personal Data by us or on our behalf;

the right to have certain Relevant Personal Data transferred to another Controller, in a structured, commonly used and machine-readable format, to the extent applicable;

where we Process your Relevant Personal Data on the basis of your consent, the right to withdraw that consent (noting that such withdrawal does not affect the lawfulness of any Processing performed prior to the date on which we receive notice of such withdrawal, and does not prevent the Processing of your Personal Data in reliance upon any other available legal bases); and

the right to lodge complaints regarding the Processing of your Relevant Personal Data with a Data Protection Authority (in particular, the Data Protection Authority of the EU Member State in which you live, or in which you work, or in which the alleged infringement occurred, each if applicable).

This does not affect your statutory rights.

To exercise one or more of these rights, or to ask a question about these rights or any other provision of this Notice, or about our Processing of your Personal Data, please contact us as described below. Please note that:

we may require proof of your identity before we can give effect to these rights; and

where your request requires the establishment of additional facts (e.g., a determination of whether any Processing is non-compliant with applicable law) we will investigate your request reasonably promptly, before deciding what action to take.

#### **15. Cookies and similar technologies**

Our Cookie Policy is as follows: when you visit our Site we may place Cookies onto your device, or read Cookies already on your device, subject always to obtaining your consent, where required, in accordance with applicable law. We use Cookies to record information about your device, your browser and, in some cases, your preferences and browsing habits. This may include session cookies, persistent cookies, first party cookies, third party cookies, preference cookies and statistics cookies. This may also include assigning an encrypted token to a user upon login and storing that user's preferences in our databases. We may Process your Personal Data through Cookies and similar technologies, in accordance with this Cookie Policy.

#### **16. Terms of Use**

All use of our Sites, or our services is subject to our Terms of Use. We recommend that you review our Terms of Use regularly, in order to review any changes we might make from time to time.

#### **17. Direct marketing**

We may Process your Personal Data to contact you via email, telephone, direct mail or other communication formats to provide you with information regarding services that may be of interest to you. If we provide services to you, we may send information to you regarding our services, upcoming promotions and other information that may be of interest to you, using the contact details that you have provided to us and always in compliance with applicable law.

You may unsubscribe from our promotional email list at any time by simply clicking on the unsubscribe link included in every promotional email we send. After you unsubscribe, we will not send you further promotional emails, but we may continue to contact you to the extent necessary for the purposes of any services you have requested.

#### **18. Contact details**

If you have any comments, questions or concerns about any of the information in this Notice, or any other issues relating to the Processing of Personal Data carried out by us, or on our behalf, please contact:

Legal Department  
SocialEd, Inc.  
legal@joinbosai.co / 516.297.2172

#### **19. Definitions**

“Adequate Jurisdiction” means a jurisdiction that has been formally designated by the European Commission as providing an adequate level of protection for Personal Data.

“Cookie” means a small file that is placed on your device when you visit a website (including our Sites). In this Notice, a reference to a “Cookie” includes analogous technologies such as web beacons and clear GIFs.

“Controller” means the entity that decides how and why Personal Data are Processed. In many jurisdictions, the Controller has primary responsibility for complying with applicable data protection laws.

“Data Protection Authority” means an independent public authority that is legally tasked with overseeing compliance with applicable data protection laws.

“EEA” means the European Economic Area.

“Learner” means any person that utilizes the Site for purposes of seeking advice from Professionals in accordance with our Terms of Use.

“Personal Data” means information that is about any individual, or from which any individual is directly or indirectly identifiable, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual.

“Process”, “Processing” or “Processed” means anything that is done with any Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means any person or entity that Processes Personal Data on behalf of the Controller (other than employees of the Controller).

“Professional” means any person that provides advice to Learners on our Site and who has agreed to the Professional Terms and Conditions.

“Relevant Personal Data” means Personal Data in respect of which we are the Controller.

“Sensitive Personal Data” means Personal Data about race or ethnicity, political opinions, religious or philosophical beliefs, trade union membership, physical or mental health, sexual life, any actual or alleged criminal offences or penalties, national identification number, or any other information that may be deemed to be sensitive under applicable law.

“Standard Contractual Clauses” means template transfer clauses adopted by the European Commission or adopted by a Data Protection Authority and approved by the European Commission.

“Site” means any website operated, or maintained, by us or on our behalf.



## **PRIVACY NOTICE FOR CALIFORNIA RESIDENTS**

Effective October 9, 2020

### **1. This Notice**

This Privacy Notice (“CCPA Notice”) for California Residents supplements, and should be read in conjunction with, the information contained in our Privacy Notice above and applies solely to all visitors, users, and others who reside in the State of California (“consumers” or “you”). SocialEd adopts this notice to comply with the California Consumer Privacy Act of 2018 (“CCPA”), provided however that this CCPA Notice is not applicable so long as SocialEd does not qualify as a “business” under the CCPA (as of August 12, 2020, SocialEd does not qualify as a “business” under the CCPA). Any terms defined in the CCPA have the same meaning when used in this CCPA Notice.

This CCPA Notice does not apply to employment-related personal information collected from California-based employees of SocialEd, job applicants, contractors, or similar individuals.

### **2. Information We Collect**

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device (“Personal Information”). Personal information does not include:

Publicly available information from government records.

Deidentified or aggregated consumer information.

Information excluded from the CCPA’s scope, like:

health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the California Confidentiality of Medical Information Act (“CMIA”) or clinical trial data; and

personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (“FCRA”), the Gramm-Leach-Bliley Act (“GLBA”) or California Financial Information Privacy Act (“FIPA”), and the Driver’s Privacy Protection Act of 1994.

In particular, we may have collected the following categories of personal information from consumers since April 24, 2020.

#### **a. Identifiers:**

A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

#### **b. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)):**

A name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.

**Commercial Information:**

Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

**Internet or other similar network activity:**

Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

**Professional or employment-related information:**

Current or past job history or performance evaluations (to the extent we have requested that information).

**3. Use of Personal Information**

In addition to all the stated uses of Personal Data set forth in the Paragraph of the Privacy Notice above entitled “Purposes for which we may Process your Personal Data,” we may use or disclose your personal information for any purpose described to you when collecting your personal information or as otherwise set forth in the CCPA.

**4. Sharing Personal Information**

We may disclose your personal information to a third party for a business purpose. Since April 24, 2020, we may have disclosed the following categories of personal information for a business purpose:

Identifiers.

California Customer Records personal information categories.

Commercial Information.

Professional or employment-related information.]

**5. Your Rights and Choices**

The CCPA provides consumers (California residents) with specific rights regarding their personal information. To the extent SocialEd qualifies as a “business” under the CCPA (which it may not), this section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

The categories of personal information we collected about you.

The categories of sources for the personal information we collected about you.

Our business or commercial purpose for collecting or selling that personal information.

The categories of third parties with whom we share that personal information.

The specific pieces of personal information we collected about you (also called a data portability request).

If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:

sales, identifying the personal information categories that each category of recipient purchased; and

disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

We do not provide these access and data portability rights for B2B personal information.

#### Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, fulfil the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with you.

Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

Debug products to identify and repair errors that impair existing intended functionality.

Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).

Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us, such as future field campaigns or product safety issues.

Comply with a legal obligation.

Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

We do not provide these deletion rights for B2B personal information.

#### Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

Calling us at 516.297.2172.

Emailing us at [legal@bonsai.co](mailto:legal@bonsai.co).

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative, which may include:

Your name

Email Address

Additional information depending upon the type of request and the sensitivity of the information.

Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

#### Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time, we will inform you of the reason and extension period in writing.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal

information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.

- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.

- Provide you a different level or quality of goods or services.

- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

October 9, 2020