

APPENDIX 5

US STATE PRIVACY LAWS COMPLIANCE

1. SCOPE AND APPLICABILITY

This Appendix 5 supplements the DPA and applies solely to the Processing of Personal Information subject to Applicable US State Privacy Laws.

For the purposes of this Appendix, "Applicable US State Privacy Laws" shall mean the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 ("CCPA"), the Virginia Consumer Data Protection Act ("VCDPA"), the Colorado Privacy Act ("CPA"), the Connecticut Data Privacy Act ("CTDPA"), the Utah Consumer Privacy Act ("UCPA"), and any other applicable US state data privacy law that may come into effect.

In the event of a conflict between the terms of this Appendix 5 and any other provision of the DPA, the terms of this Appendix 5 shall prevail with respect to the Processing of Personal Information subject to Applicable US State Privacy Laws. In the event of a conflict between the requirements of the various Applicable US State Privacy Laws, the Parties agree to comply with the law that provides the highest level of protection for Personal Information.

2. DEFINITIONS

The terms "Business," "Service Provider," "Consumer," "Sell," "Share," and "Commercial Purpose" shall have the meanings given to them in the CCPA.

The terms "Controller," "Processor," "Data Subject," and "Personal Data" (when referring to data subject to VCDPA, CPA, CTDPA, or UCPA) shall have the meanings given to them in the applicable state law. For the purposes of this Appendix, "Personal Information" shall be used to refer to "Personal Data" as defined under these laws.

For the avoidance of doubt, in the context of this Appendix:

Creator is the "Business" or "Controller."

Indiegogo is the "Service Provider" or "Processor."

3. ROLES AND OBLIGATIONS

Indiegogo, as the Service Provider/Processor, agrees to:

- a) Process Personal Information only on behalf of the Creator and for the specific business purposes described in Appendix 1 of this DPA (the "Business Purpose").
- b) Not "Sell" or "Share" Personal Information.
- c) Not retain, use, or disclose Personal Information for any purpose other than for the Business Purpose specified in this DPA and as permitted by the Applicable US State Privacy Laws.
- d) Not retain, use, or disclose the Personal Information outside of the direct business relationship between Indiegogo and Creator.
- e) Not combine the Personal Information that Indiegogo receives from, or on behalf of, Creator with personal information that it receives from, or on behalf of, another person or persons, or collects from

its own interaction with the Consumer, except as expressly permitted under Applicable US State Privacy Laws.

- f) Comply with all applicable obligations under the Applicable US State Privacy Laws and provide the same level of privacy protection as is required by such laws.
- g) Notify Creator if it makes a determination that it can no longer meet its obligations under the Applicable US State Privacy Laws.
- h) Creator, as the Business/Controller, represents and warrants that it has provided all necessary notices and obtained all necessary consents for Indiegogo to Process Personal Information on its behalf in accordance with the DPA.

4. CONSUMER RIGHTS

Indiegogo shall assist Creator, through appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Creator's obligation to respond to requests from Consumers to exercise their rights under the Applicable US State Privacy Laws (such as rights to access, correct, delete, or opt-out of the sale/sharing of their Personal Information).

If Indiegogo receives a request directly from a Consumer, it shall, unless otherwise required by law, inform the Consumer to submit the request directly to the Creator. Creator shall be responsible for verifying and responding to all such requests.

5. SUB-PROCESSORS

Creator provides a general authorization for Indiegogo to engage sub-processors as described in Section 2.6 of the DPA. Indiegogo shall ensure that any sub-processor engaged is a Service Provider under the Applicable US State Privacy Laws and is bound by a written agreement that contains obligations substantially similar to those set out in this Appendix 5.

6. SECURITY OF PROCESSING

Indiegogo shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Information to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure.