

## **PRIVACY POLICY**

Welcome to [www.ccmallc.com](http://www.ccmallc.com) (the “Site”), a website provided by CCMA, LLC, a Delaware limited liability company, (“CCMA”). CCMA respects your privacy, and this policy covers CCMA’s protection, disclosure, and use of information collected from you through the Site or other sources in the ordinary course of CCMA’s business.

### **1. Acceptance**

You should review this policy carefully, and be sure you understand it, prior to using the Site or otherwise providing any information to CCMA. Your use of the Site, providing any information to CCMA, or any other indication of your assent, is deemed to be acceptance by you of this policy. If you do not agree to this policy, you should not use, and should immediately terminate your use of, the Site and not otherwise provide any information to CCMA. For purposes of this Section, accessing the Site only to review this policy is not deemed to be use of the Site.

### **2. Data Privacy Framework**

Some information collected by CCMA may relate to individuals in the European Union, United Kingdom (and Gibraltar), and Switzerland. The European Union, United Kingdom, and Switzerland have adopted and approved, or are in the process of approving, requirements for the protection of certain information. In order to satisfy such requirements, CCMA will comply with, and has self-certified to the U.S. Department of Commerce under, (a) the E.U.-U.S. Data Privacy Framework Principles, including the Supplemental Principles and Annex I (the “E.U.-U.S. DPF”), (b) the U.K. Extension to the E.U.-U.S. DPF, and (c) the Swiss-U.S. Data Privacy Framework Principles, including the Supplemental Principles and Annex I (the “Swiss-U.S. DPF”), regarding CCMA’s protection, transfer, and use of personal data transferred from the European Union, United Kingdom (and Gibraltar), and Switzerland, as applicable, to the United States (the

“Framework”). In particular, CCMA has self-certified that, with respect to all Framework Information, it will adhere to the Framework’s principles of notice, choice, accountability for onward transfer, security, data integrity and purpose limitation, access, and recourse, enforcement and liability.

For purposes of enforcing compliance with the Framework, CCMA is subject to the investigatory and enforcement authority of the U.S. Federal Trade Commission, which can impose sanctions consisting of administrative orders and civil penalties. CCMA is listed at <https://www.dataprivacyframework.gov/s/participant-search> as having certified to its compliance with the Framework. Additional information regarding the Privacy Shield can be found at the U.S. Department of Commerce’s website at <https://www.dataprivacyframework.gov/s/>.

### 3. **Information**

In this policy:

(a) “Analytical Information” means all Non-Personal Information collected by CCMA, either directly or through the use of third parties acting on CCMA’s behalf, using cookies (or other tracking technologies) and server log files (including, but not limited to, (i) your search terms, (ii) your computer’s access date and time, browser, connection speed, Internet service provider, language, location, manufacturer, operating system, and other visit details, and (iii) whether or not you opened e-mail messages and other electronic communications from CCMA, and if you did, the times they were opened);

(b) “California Information” means all Personal Information that relates to residents of California and that is otherwise covered by the California Consumer Privacy Act (as amended by the California Privacy Rights Act), the California Online Privacy Protection

Act, or any other applicable California privacy or data protection law (collectively, the “California Laws”);

(c) “Collected Information” means all (i) Personal Information and (ii) Non-Personal Information;

(d) “Framework Information” means all Personal Information that relates to individuals in the European Union, United Kingdom (and Gibraltar), and Switzerland and that is otherwise covered by the Framework.

(e) “Non-Personal Information” means all information collected by CCMA, whether electronically or manually, through (i) the Site, (ii) e-mail messages and other electronic communications that you send to CCMA, and (iii) other sources in the ordinary course of CCMA’s business, that is not Personal Information;

(f) “Personal Information” means all information collected by CCMA, whether electronically or manually, through (i) the Site, (ii) e-mail messages and other electronic communications that you send to CCMA, and (iii) other sources in the ordinary course of CCMA’s business, that relates to an individual and that identifies, or can be used in conjunction with other readily-accessible information to identify, such individual (including, but not limited to, name, e-mail address, physical address, phone number, bank account information, and human resource data relating to employees and independent contractors of CCMA);

(g) “Sensitive Framework Information” means all Framework Information of an individual concerning the (i) health, (ii) racial or ethnic origin, (iii) political opinions, (iv) religious or philosophical beliefs, (v) union membership, (vi) genetic data, (vii) biometric data, (viii) sex life or sexual orientation of such individual, and (viii) social assistance measures or administrative and criminal proceedings or sanctions; and

(h) “Sensitive Personal Information” means all (i) Personal Information that reveals (A) a California resident’s social security, driver’s license, state identification card, or passport number; (B) a California resident’s account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; (C) a California resident’s precise geolocation; (D) a California resident’s racial or ethnic origin, religious or philosophical beliefs, or union membership; (E) the contents of a California resident’s mail, email and text messages, unless CCMA is the intended recipient of the communication; (F) a California resident’s genetic data; and (ii) (A) the processing of biometric information for the purpose of uniquely identifying a California resident; (B) Personal Information collected and analyzed concerning a California resident’s health; or (C) Personal Information collected and analyzed concerning a California resident’s sex life or sexual orientation; Sensitive Personal Information that is “publicly available” pursuant to the California Laws is not considered Sensitive Personal Information or Personal Information;

#### 4. **Collected Information**

No Collected Information is obtained from you, unless it is voluntarily provided, except for any Collected Information obtained automatically through the Site as set forth in this policy. Regardless of the method used to obtain Collected Information, CCMA will collect and retain Personal Information on the primary and backup files of CCMA (or a third party acting on its behalf) only to the extent consistent with the purposes for which it is provided by you and, except for Framework Information, for CCMA’s other legitimate business purposes (including, but not limited to, marketing). You are responsible for obtaining any approvals, authorizations, consents, permissions, and permits that are required in connection with your providing CCMA with any information (including, but not limited to, any information relating to a third party). The categories of California Information

collected by CCMA are set forth in CCMA's California Privacy Disclosures and are accessible as set forth in Section 13.

5. **Choice**

You may refuse to provide additional information to CCMA at any time. In cases involving use of the Site, you will need to terminate your use of the Site or the Site will, at a minimum, continue to collect Analytical Information. However, all Personal Information already collected by CCMA will remain in its possession and handled as set forth in this policy. If you refuse to provide any information when requested to do so by CCMA or the Site, you may not be able to access, or otherwise enjoy the benefits of, certain products and services from CCMA or features of the Site.

6. **Electronic Communications**

Whether or not you have previously sent CCMA an e-mail message, you consent to CCMA's sending you e-mail messages and other electronic communications (a) in connection with your use of the Site, (b) in the ordinary course of business, or (c) for any other legitimate business purpose (including, but not limited to, marketing). Since CCMA endeavors to send e-mail messages and other electronic communications only to individuals desiring to receive them, you can unsubscribe to such e-mail messages or other electronic communications at any time by contacting CCMA as set forth in Section 24 or by following any directions contained in such e-mail messages or other electronic communications. Any request to unsubscribe to e-mail or other electronic communications will likely be effective within 48 hours after your request is received by CCMA.

7. **Analytical Information**

When you access the Site, CCMA will collect Analytical Information. In cases where CCMA uses a third party to collect Analytical Information, you may want to consider how such third party uses Analytical Information. For example, Google Analytics, which is a third party used by CCMA to collect Analytical Information, may use such Analytical Information for its own purposes. More information regarding the collection and use of Analytical Information by Google Analytics is available at <https://policies.google.com/technologies/partner-sites> and <https://policies.google.com/privacy>. CCMA will disclose to you the identity of any other third parties used by it for collecting Analytical Information if you submit a request therefor as set forth in Section 24. CCMA recommends that you review the privacy policies or practices of Google Analytics and such other third parties.

Analytical Information will only be used by CCMA (a) to record your use of the Site, (b) to diagnose problems with the Site, (c) to improve the Site and make the Site more useful to you and other users, and (d) for other legitimate business purposes of CCMA (including, but not limited to, marketing). Your browser may provide you with the ability to not accept cookies, as well as the ability to delete already-existing cookies. If you refuse, or delete previously-existing, cookies, you may not be able to use certain features of the Site.

8. **Sensitive Framework Information**

In the unlikely event that CCMA collects any Sensitive Framework Information from you, your explicit consent (i.e., among other things, you must “opt in”) will be obtained before such Sensitive Framework Information is (a) disclosed to a third party or (b) used for a purpose other than the purposes for which such Sensitive Framework Information was collected.

9. **Security**

CCMA will use commercially reasonable measures to protect Personal Information from loss, unauthorized access, alteration, destruction, disclosure, and use. Such measures shall ensure a level of protection appropriate to the specific risks identified by CCMA, and in compliance with all laws applicable to CCMA. Certain Personal Information posted by you on the Site may be accessible to the general public, and CCMA is not responsible for protecting such Personal Information from loss, unauthorized access, alteration, destruction, disclosure, or use. For example, if you participate in a public forum on the Site, any information disclosed by you when doing so may be available to the general public. Also, since no transmission of information over the Internet or electronic storage of information is completely secure, it is possible that Collected Information could be lost, accessed, altered, destroyed, disclosed, or used without authorization, even if CCMA uses such commercially reasonable efforts. In providing information to CCMA, you must assume the risk that Collected Information could be lost, accessed, altered, destroyed, disclosed, or used without authorization.

10. **Use of Collected Information**

All Collected Information may be used by CCMA for any legitimate business purpose, except that, in the case of Framework Information, and only to the extent required by the Framework, such purpose is (a) consistent with the purposes for which Framework Information has been provided by you, or (b) subsequently authorized by you. If CCMA expressly states in this policy or in another writing that any Collected Information will only be used for a specific purpose, CCMA will only use it for such purpose, unless you subsequently consent to its being used for another purpose. The purposes for which California Information is collected by CCMA are set forth in CCMA's California Privacy Disclosures and are accessible as set forth in Section 13.

11. **Transfers of Collected Information**

Any Collected Information obtained by CCMA, whether or not for a specific purpose, may be transferred to third parties designated by CCMA (including, but not limited to, any affiliates, distributors, subcontractors, suppliers, or vendors of CCMA) for any purposes for which CCMA could use such Collected Information. However, in the case of Framework Information, and only to the extent required by the Framework, (a) CCMA will notify you of such transfer, (b) such third party's right to use Framework Information is limited to such purposes, (c) such third party is obligated to provide at least the same level of privacy protection as is required by the Framework, (d) CCMA takes commercially reasonable efforts to ensure that such third party effectively processes Framework Information in a manner consistent with CCMA's obligations under the Framework, (e) such third party is required to notify CCMA if such third party makes a determination that it can no longer meet its obligation to provide the same level of privacy protection as required under the Framework, (f) upon such notice, CCMA must take commercially reasonable efforts to terminate and remediate unauthorized processing of Framework Information by such third party, and (g) upon the request of the U.S. Department of Commerce (or its designee), CCMA must provide a summary or representative copy of the relevant privacy provisions of its agreements with such third party. In cases of onward transfers to third parties of Framework Information, CCMA is potentially liable for the failure of such third party to comply with the Framework. The categories of third parties with whom or which CCMA discloses California Information are set forth in CCMA's California Privacy Disclosures, and are accessible as set forth in Section 13.

CCMA may also at any time, in its sole discretion, transfer any Collected Information (including, but not limited to, a computer's Internet protocol addresses), whether or not you furnished such Collected Information for a specific purpose, to (a) comply with, or as permitted by, any applicable law, (b) respond to any lawful request of a government or public authority for purposes of, among other things, national security and law enforcement, (c) cooperate with law enforcement, and other third parties, in investigating a claim of fraud, illegal activity, or infringement of intellectual property rights, (d) protect



the rights, property, or legitimate business interests of CCMA or a third party, or (e) transfer such Collected Information to a third party acquiring all, or substantially all, of CCMA's assets. If Collected Information is so transferred, CCMA will have no responsibility for any action of the third party to whom or which such Collected Information is transferred.

12. **Required Actions**

Upon your making a request of CCMA as set forth in Section 24, and solely to the extent required by any applicable law (including, but not limited to, the California Laws), CCMA will (a) delete your Personal Information from its systems (and systems of third parties acting on behalf of CCMA), (b) grant you access to your Personal Information in its possession, or under its control, for the purpose of correcting or deleting such Personal Information, or (c) take any other action with respect to your Personal Information.

13. **California Residents**

CCMA does not sell or share any California Information. A comprehensive description of CCMA's online and offline information practices pertaining to California Information, and an explanation of the rights afforded to California residents pursuant to the California Laws can be found at the following link: [California Privacy Disclosures](#). CCMA does not discriminate against a California resident for exercising any right of such resident under California Laws, except as permitted under the California Laws.

14. **Third-Party Sites**

The Site may contain links to, or be accessible from, websites provided by third parties (individually, a "[Third-Party Site](#)"). Your use of a Third-Party Site will be subject to its

terms of use and other provisions, and you are responsible for complying with such terms and other provisions. This policy does not cover the privacy policies or practices of any Third-Party Site, and CCMA is not responsible for any information you submit to, or that is otherwise collected by, any Third-Party Site. CCMA is only responsible as set forth in this policy for Collected Information obtained by it (a) through your authorized use of the Site, or (b) from other sources in the ordinary course of its business. You should consult each Third-Party Site for its privacy policy or practice before submitting any information to, or otherwise using, such Third-Party Site.

15. **Disclaimer**

CCMA does not represent or warrant (a) that any Collected Information is accurate or error-free, (b) that any Collected Information was provided to CCMA in compliance with all applicable law, (c) that the individual or entity providing any Collected Information has all approvals, authorizations, consents, permissions, and permits required to provide such Collected Information to CCMA, or (d) otherwise. CCMA hereby disclaims all such representations and warranties.

16. **Children**

The Site is not intended for children under 13 years of age. However, if a parent or guardian of a child who is under 13 years of age discovers that Personal Information of such child has been submitted to CCMA through the Site without the parent's or guardian's consent, CCMA will use commercially reasonable efforts to remove such Personal Information from the Site and CCMA's systems at the parent's or guardian's request. To request the removal of such Personal Information, the parent or guardian must contact CCMA as set forth in Section 24, and provide all information requested by CCMA to assist it in identifying the Personal Information to be removed.

17. **Applicable Law**

This policy shall be governed by, and construed and interpreted in accordance with, (a) in the case of Framework Information, and solely to the extent required by the Framework, the Framework, (b) in the case of California Information, and solely to the extent required by the California Laws, the California Laws, (c) any other applicable privacy and data security law solely to the extent required by such law, and (d) in all other cases, the laws of the state of New York without regard to its principles of conflict of laws. If there is any conflict or inconsistency between any provision of this policy and any provision of any applicable law, the latter shall control.

18. **Complaints**

Any complaint by you regarding any Collected Information, or otherwise relating to this policy, whether or not covered by the Framework, shall first be submitted to CCMA as set forth in Section 24, and CCMA must be given a reasonable opportunity of not less than 45 days to investigate and respond to your complaint. Upon CCMA's completing such investigation and so responding, CCMA and you must then attempt, in good faith, to promptly resolve any remaining aspects of your complaint. Except for complaints relating to Framework Information, if any aspect of your complaint remains unresolved after an additional reasonable period of time of not less than 45 days, (a) you may commence litigation against CCMA in connection with the unresolved portion of your complaint only in a court located in Erie County, New York, and having subject matter jurisdiction over your complaint, and (b) you consent to any such court's being, and waive any objection (including, but not limited to, any such objection being based on inconvenience) to such court's not being, a proper venue for your complaint. If your unresolved complaint relates to Framework Information, you may utilize the process described in Section 19 to resolve your complaint.

19. **Independent Recourse Mechanism**

If your complaint relates to Framework Information and you and CCMA were unable to resolve your complaint pursuant to the process described in Section 18, CCMA offers an independent recourse mechanism to resolve your complaint. The independent recourse mechanism offered by CCMA is more fully described at <https://www.dataprivacyframework.gov/s/>. In order to access the independent recourse mechanism, you must file a complaint with the International Centre for Dispute Resolution of the American Arbitration Association (“ICDR”), and after receiving your complaint, ICDR will resolve the dispute between you and CCMA by following the ICDR Dispute Resolution Procedures located at <https://www.icdr.org/privacysshield>. All fees of ICDR in connection with your use of its independent recourse mechanism described in this Section will be paid by CCMA.

If all other options available to you for resolving a complaint are unsuccessful, and upon satisfaction of certain other conditions, you can lodge your complaint with the Framework Panel, which is an “arbitration mechanism” of three neutral arbitrators. Any decision of the Framework Panel is binding on CCMA, and enforceable in courts of the United States.

With respect to human resources data that is Framework Information and that is used by CCMA in the context of an employment relationship, CCMA will cooperate with investigations of, and comply with any advice from the E.U. data protection authorities.

20. **Entire Agreement**

Except as set forth in this Section, this policy contains the entire agreement, and supersedes all prior oral and written agreements, proposals and understandings, between you and CCMA, with respect to Collected Information. If you use the Site or otherwise have

business dealings with CCMA, such use or dealings will be subject to this policy, plus any other agreement between the parties that is applicable thereto. To the extent there is any conflict or inconsistency between any provision of this policy and any provision of such other agreement, the former shall control.

21. **Severability**

Whenever possible, each provision of this policy shall be interpreted to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder of such provision, or any other provision of this policy, being prohibited or invalid.

22. **Revisions**

CCMA may revise any provision of this policy from time to time by posting the revised provision on the Site so long as such revision does not conflict with the Framework, the California Laws, or any other applicable law. Any such revision will take effect immediately upon such posting, and will apply to all Collected Information collected by CCMA after such posting. It is your responsibility to periodically check this policy on the Site for revisions to this policy. The latest version of this policy will be the one posted on the Site.

23. **Expenses**

Except as provided in this policy or any applicable law, you are solely responsible for all fees and disbursements of any attorney or other advisor retained by you in connection with enforcing your rights under this policy.

24. **Contact Information**

If you (a) desire to make a California Request (as defined in the California Privacy Disclosers link available in Section 13 above), or (b) have any questions or complaints, desire additional information, or need to notify CCMA of anything regarding this policy, please promptly contact CCMA using one of the methods set forth below:

**Prior to September 1, 2023**

CCMA, LLC  
Attn: Human Resources  
450 Corporate Parkway, Suite 100  
Amherst, New York 14226

**On or After September 1, 2023**

CCMA, LLC  
Attn: Human Resources  
2410 N. Forest Rd.  
Getzville, NY 14068

- or -

**Toll Free Telephone Number: 1-800-828-6621**

- or -

[privacypolicy@ccmallc.com](mailto:privacypolicy@ccmallc.com)

Effective Date: July 20, 2023