

## California Winegrower Foundation Privacy Statement

California Winegrower Foundation ("CWF" or "we") and all of the entities listed here,

- dba California Grower Foundation,
- dba Ag Health Benefits Alliance of Northern California,
- dba Agricultural Health Benefits Insurance Agency, and
- Ag Health Benefits Alliance Educational Foundation LLC,

respect your privacy and are committed to protecting it through our compliance with this statement. This Privacy Statement ("Statement") describes the types of Personal Information, as defined below, we may collect from you or that you may provide when you use CWF services, whether through a computer or on a mobile application. This Statement is intended to be read by and pertains to processing of Personal Information provided by employees of CWF's employer clients and users of the CWF services acting on behalf of their clients ("you" or "your").

This Statement is also a notice to California residents, to comply with the California Consumer Privacy Act (CCPA) concerning how companies treat consumers' personal information and any terms defined in the CCPA have the same meaning when used in this notice.

Please read this Statement carefully to understand our policies and practices regarding your Personal Information and how we will treat it. When you use CWF services, you consent to our collection, use and disclosure of information about individuals as described below.

If you are providing Personal Information about third parties, (including family members), to CWF it is your responsibility to ensure that such individuals are 1) on notice of this sharing of Personal Information with CWF, 2) the location of and details contained in this Statement, and 3) that such individuals have consented or otherwise authorized you to provide such Personal Information to CWF.

### I. COLLECTION

(1) This statement applies to Personal Information we collect:

- In the CWF website, whether on a computer or a mobile application;
- In email, text, and other electronic messages between you and CWF related to the CWF services; and
- Through desktop or mobile applications you download from the CWF websites), which provide dedicated non-browser-based interaction between you and CWF; and
- Where such collected information identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or device. (collectively "Personal Information").

Personal Information has different meanings depending upon which regulation is applicable to it. CWF has taken a comprehensive approach and individuals can also rely on the applicable regulatory definition of personal information when interpreting this Statement. For the purposes of this Privacy Statement, Personal Information does include health or

medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any comparable state regulation (as applicable).

Personal Information does not include:

- Publicly available information from government records;
- Information received from the business relationship which has been de-identified or aggregated;
  - De-identified information is information that on its own, or together with a subset of data, cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular person; or
- Personal information covered by the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA), the Driver's Privacy Protection Acts of 1994, or any comparable state regulations (as applicable).

In particular, CWF has collected and processed the following categories of Personal Information from its client's use of the CWF through the methods described above within the last twelve (12) months. Categories of Personal Information:

- Identifiers (such as name, email address, social security number, IP address, etc.)
- The categories of personal information listed in the **California Customer Records Statute**
- Protected legal characteristics
- Internet activity
- Employment information

- Education information
- Inferences about personal preferences and attributes drawn from profiling (e.g. via cookies)

(2) CWF obtains the categories of Personal Information listed above from the following categories of sources:

- Directly from you - Personal Information that you provide to CWF. For example, from i) forms you complete; ii) products and services you access ;
- Indirectly from you. For example, from observing User actions in the CWF website.
- Records and copies of your correspondence (including email addresses), if you or your family members contact us in relation to CWF services.
- Details of transactions you carry out through the CWF and of the processing of your benefits.

(3) This Statement does not apply to Personal Information collected by:

- Us offline or through any other means, including on any other website that is not an CWF service operated by CWF or any third party;
- Communication or correspondence with CWF not related to your use of the CWF services;
- Any third party collecting information about your device or smartphone usage and activity; or
- Any third party, including through any application or content (including advertising) that may link to or be accessible from or in the CWF website.

(4) Personal Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with the CWF website, we may use automatic data collection technologies to collect certain information about your equipment (including your computer or smartphone), browsing actions, and patterns, including:

- Details of your visits to the CWF website, including traffic data, location data, logs, and other communication data and the resources that you access and use in the CWF website.
- Information about your computer, smartphone and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically may include Personal Information or we may maintain it or associate it with Personal Information we collect in other ways or receive from third parties.

(5) The technologies we use for this automatic data collection may include:

- Cookies (or application cookies). A cookie is a small file placed on the hard drive of your computer or smartphone. You may refuse to accept browser or mobile cookies by activating the appropriate setting on your browser or smartphone. However, if you select this setting you may be unable to access certain parts of the CWF website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to the CWF website.
- Web Beacons. Pages of the CWF website and our emails may contain

small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit CWF, for example, to count users who have visited those pages or opened an email and for other related statistics (for example, recording the popularity of certain app content and verifying system and server integrity).

## II. USE OF YOUR PERSONAL INFORMATION

(1) How We Use Your Personal Information  
We use the Personal Information to provide CWF website functionality, fulfill your requests, improve the quality of the CWF services, engage in research and analysis relating to the CWF services, personalize your experience, track usage of the CWF website, market the CWF services, provide customer support, message you, back up our systems, allow for disaster recovery, enhance the security of the CWF website, and comply with legal obligations. Even when we do not retain such Personal Information, it still must be transmitted to our servers initially and stored long enough to process.

We also use Personal Information that we collect about you or that you provide to us, including any Personal Information used to fulfill our contractual obligations to you:

- To present the CWF services and the contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To notify you about changes to the CWF website or any other products

or services we offer or provide through it.

- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may use or disclose the Personal Information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the Personal Information, including integrated third party products. For example, if you share your name and contact information to request a price quote or submit a query about a transaction, we will use that Personal Information to respond to your inquiry.
- To provide, support, personalize, develop, and enhance the CWF website and the customer experience.
- To create, maintain, customize, and secure your account with us.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of the CWF website, products and services, databases and other technology assets, and business.
- To improve existing CWF website or create new CWF services.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.

CWF will not collect additional categories of Personal Information or use the Personal

Information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### (2) Sales of Personal Information

In the preceding twelve (12) months, CWF has not sold Personal Information it has processed in the CWF website to any third party.

#### (3) Sharing Personal Information

CWF may disclose your Personal Information to a third party for a business purpose. When we disclose Personal Information for a business purpose, such third party has entered a contract with either you or CWF that describes the purpose and requires the recipient to both keep that Personal Information confidential and not use it for any purpose except performing the contract.

If CWF is the contracting party, we require these third parties to keep Personal Information confidential and use it only for the purposes for which we disclose it to them.

If you are the contracting party, it is your responsibility to understand the purpose for the transfer and ensure that the third party is managing the Personal Information it receives according to your direction. In the previous twelve (12) months, CWF may have disclosed each of the above categories of Personal Information for a business purpose.

#### (4) We may also disclose your Personal Information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply any agreements.

- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of CWF, its customers, or others. This includes exchanging Personal Information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

#### (5) Choices About How We Use and Disclose Your Personal Information

We strive to provide you with choices regarding the Personal Information you provide to us. We have created mechanisms to provide you with the following control over your Personal Information:

- Tracking Technologies. You can set your browser or smartphone to refuse all or some browser or application cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of the CWF website may then be inaccessible or not function properly.

### III. PERSONAL INFORMATION RIGHTS AND CHOICES

Certain regulations (including the CCPA) provide individuals with specific rights regarding their Personal Information. This section describes your CCPA rights and explains how to exercise those rights.

#### Access to Specific Information and Data Portability Rights

##### (1) Access to Specific Personal Information and Data Portability Rights

You may access, update, correct or extract any and all Personal Information directly

within the CWF website without the assistance of CWF.

For both Personal Information relating to users and the third parties about which you inputted Personal Information, you have the right to request that CWF disclose certain Personal Information to you about our collection and use of the Personal Information over the past twelve (12) months. Once we receive and confirm your verifiable individual request we will disclose to you:

- The categories of Personal Information we collected about you or an individual about which you inputted Personal Information with CWF.
- The sources for the Personal Information we collected about you or an individual about which you inputted Personal Information with CWF.
- Our business or commercial purpose for collecting 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 or an individual about which you inputted Personal Information with CWF (also called a data portability request).

## (2) Deletion Request Rights

You may delete any and all Personal Information you have given CWF.

You have the right to request that CWF delete any Personal Information about you or that you have given CWF that was collected and retained, subject to certain exceptions including regulatory data

retention requirements. Once we receive and confirm your verifiable individual request, we will delete (and direct our service providers to delete) the Personal Information from our records, unless an exception applies.

We may deny your deletion request if retaining the Personal Information is necessary for us or our third party 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, 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.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation, including, but not limited to, compliance with applicable state and federal regulations that govern retention of Personal Information.
- Make other internal and lawful uses of that Personal Information that are compatible with the context in which you provided it.

## (3) Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable request to CWF, directly to Customer Support, or through your CWF account.

Only you may make a verifiable request related to Personal Information that we collected from you. You may make a verifiable request as the individual that the Personal Information is about. You may only make a verifiable request for access or data portability twice within a 12-month period per individual. The verifiable request must:

- Provide sufficient information that allows us to reasonably verify you are either i) the person about whom we collected Personal Information or ii) an authorized representative which inputted the Personal Information to CWF.
- 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 or an individual about which you inputted Personal Information.

We consider requests made through your password protected account sufficiently verified when the request relates to Personal Information associated with that specific account.

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

#### (4) Response Timing and Format

We endeavor to respond to a verifiable request within forty-five (45) days of its receipt. If we require more time (up to ninety (90) days in total), we will inform you of the reason and extension period in writing.

We will deliver our written response to the email address identified on your account with us.

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 Personal Information from one entity to another entity without hindrance.

#### (5) Non-Discrimination

We will not discriminate against you for exercising any Personal Information rights. Unless permitted by applicable regulations, 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.

#### IV. DATA SECURITY

We have implemented measures designed to secure Personal Information from accidental loss and from unauthorized

access, use, alteration, and disclosure.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted to, through, or by the CWF. Any transmission of Personal Information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures maintained by CWF.

#### V. CHILDREN UNDER THE AGE OF 16

The CWF website is/are not intended for use by children under sixteen (16) years of age. No user under age sixteen (16) may provide any Personal Information to CWF. If you are under sixteen (16), do not use or provide any Personal Information to CWF or through any of its website features, register on the CWF website, or provide any Personal Information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received Personal Information from a child under 16 without verification of parental consent, we will delete that Personal Information. If you believe we might have any Personal Information obtained from a child user under sixteen (16), please contact us.

We understand that you might provide Personal Information to CWF relating to children under sixteen (16), in such a case, those children are afforded all of the rights as outlined herein and verifiable requests to the Personal Information must be made by a person with the legal authority to act on their behalf.

#### VI. CHANGES TO OUR PRIVACY STATEMENT

CWF reserves the right to amend this Statement at our discretion and at any time. When we make changes to this Statement, we will post the updated notice in the CWF website and update the notice's effective date. Your continued use of the CWF website and services following the posting of changes constitutes your acceptance of such changes.

Last Updated and Effective: February 24, 2020.