



## PLUME - CANADA CUSTOMER PRIVACY AND DATA SECURITY ADDENDUM FOR ISP (HOMEPASS)

**Whereas** [Customer's full name] ("**Customer**") secures services from Plume Design, Inc. ("**Plume**") under the [Insert name of principal agreement] dated [YYYY-MM-DD] (the "**Agreement**"), which involves the provision of the services as described in the Agreement (the "**Services**");

**Whereas** Plume processes, transmits, and/or stores Customer Personal Information (as defined below) in the performance of the Services provided to Customer;

**Whereas** Customer is subject to data protection laws including the *Personal Information Protection and Electronic Documents Act* pursuant to which it is responsible for the protection of Customer Personal Information when it is transferred or made available to Plume for processing; and

**Whereas** to comply with such laws, Customer must enter into a written agreement with Plume that includes an acknowledgement that Plume will collect, use and disclose Customer Personal Information to provide the Services under the Agreement and for its own business purposes (such as billing, account management, data analysis, technical support, product and service improvement and development, and compliance with law) and that Plume is responsible for the security of Customer Personal Information collected and stored by Plume when providing the Services to the Customer.

It is hereby agreed that:

### 1. **Customer Personal Information**

For the purposes of this Addendum, "**Customer Personal Information**" includes any information relating to an identified or identifiable individual, regardless of the media in which it is contained, that may be disclosed to or accessed by Plume in connection with the Services.

### 2. **Privacy and Access Requests**

- (a) **Compliance with Canadian Privacy Laws**. Customer and Plume shall comply with all applicable legal requirements (federal, state, provincial, local and international laws, rules and regulations and governmental requirements) currently in effect in Canada and as they become effective, relating in any way to the privacy, confidentiality or security of Customer Personal Information, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada), as amended or supplemented from time to time, and any other applicable law now in force or that may in the future come into force governing the collection, use, disclosure and protection of personal information applicable to either party or to any personal information collected, used or disclosed in the course of providing or receiving the Services;
- (b) **Plume Privacy Policy and consent**. Customer will (i) provide individuals to whom Customer Personal Information relates with a link to the Plume Privacy Policy available at <https://www.plume.com/homepass/legal?tabId=privacy> and (ii) obtain meaningful consent from those individuals on behalf of Plume for Plume's processing of their personal information for its own business purposes such as billing, account management, data analysis, technical support, product and service improvement and development, and compliance with law.
- (c) **Limitation on use**. Plume can use Customer Personal Information to provide the Services under the Agreement and for its own business purposes (such as billing, account management, data analysis, technical support, product and service improvement and development, and compliance with law).
- (d) **Limitation on transfer**. Plume shall not share, transfer, disclose or otherwise provide access to any Customer Personal Information to any third party unless Customer has authorized Plume to do so in writing or as described

under the Plume Privacy Policy. For the avoidance of doubt, Customer hereby authorizes Plume to share, transfer, disclose or otherwise provide access to Customer Personal Information to service providers which process Customer Personal Information on behalf of Plume. Customer hereby acknowledges that Plume may transfer, store, and process Customer Personal Information outside the territory of Canada.

- (e) Individuals' Access and Correction Requests under Canadian Privacy Laws. Plume will reply to individuals' requests for access to or correction of Customer Personal Information processed by Plume in the context of the Services. If Customer receives an individual's request for access to or correction of Customer Personal Information processed by Plume in the context of the Services, Customer shall promptly redirect the individual to Plume and shall assist Plume in responding to such request, if applicable.
- (f) De-identified Information. If Customer provides Plume with any aggregated, statistical, anonymized and/or de-identified information derived from Customer Personal Information ("**De-identified Information**") or if Customer allows Plume to derive De-identified Information from the Customer Personal Information, Plume shall not make any attempts at re-identifying the De-identified Information. Without limiting the generality of the foregoing, Plume shall take all necessary measures to avoid the re-identification of the De-identified Information, including: (a) not bringing any other data in the environment of the De-identified Information in order to avoid increasing the risk of re-identification by linkage; (b) destroying any accidentally re-identified Customer Personal Information and informing Customer of any cases of re-identified Customer Personal Information; (c) not disclosing the De-identified Information to any third-party, unless as authorized by Customer.
- (g) Notice of Process. In the event Plume receives a governmental or other regulatory request for any Customer Personal Information, it agrees to immediately notify Customer to allow Customer to have the option to defend or answer such request. Plume shall reasonably cooperate with Customer in such defense or answer.

### **3. Data Security Program**

Plume shall maintain a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to the size, scope and type of Plume's business, the amount of resources available to Plume, the type of Customer Personal Information that Plume will store and the need for security and confidentiality of such Customer Personal Information ("**Security Program**"). Plume's Security Program shall be designed to: (a) protect the confidentiality, integrity, and availability of Customer Personal Information in Plume's possession or control or to which Plume has access; (b) protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Customer Personal Information; (c) protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Customer Personal Information; (d) protect against accidental loss or destruction of, or damage to, Customer Personal Information; and (e) safeguard Customer Personal Information in compliance with applicable laws, as set forth by section 2.(a).

### **4. Personal Information Incidents**

- (a) Informing Customer of Personal Information Incidents. A "**Personal Information Incident**" means an actual unauthorized use of, loss of, access to or disclosure of Customer Personal Information. Each party shall immediately inform the other party of any Personal Information Incident without delay. The notice shall summarize in reasonable detail the nature and scope of the Personal Information Incident and the corrective action already taken or to be taken.
- (b) Notice of Personal Information Incidents. Customer and Plume will collaborate on whether any notice of the Personal Information Incident is required to be given to any person, and if so, the content of that notice.

### **5. Interpretation and Termination**



- (a) This Addendum shall be an integral part of the Agreement and constitute, with the Agreement, the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of the Agreement and this Addendum. In the event of any inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Agreement, this Addendum shall take precedence over the Agreement or any other agreements.
- (b) Provisions in this Addendum that are intended to survive termination will continue in full force and effect after the termination of this Addendum.

**IN WITNESS WHEREOF** the Customer and Plume have executed this Agreement attested to by the signatures of their duly authorized officers in that behalf as of the day and year set out above.

**Customer:**

By: \_\_\_\_\_  
Name:  
Title:

**Plume:**

By: *Vincent Samuel*  
\_\_\_\_\_  
Name: Vincent Samuel  
Title: Head of Data Protection