

PRIVACY ADDENDUM

This Privacy Addendum (“Addendum”) is incorporated into and forms a part of the Master Services Agreement between Customer and ICE MT (the “Agreement”), and capitalized words used but not defined have the meanings in the Agreement.

Article I: Definitions.

- 1.1 “CCPA/CPRA” means the California Consumer Privacy Act, as amended and/or superseded by the California Privacy Rights Act (as amended), as well as any regulations promulgated thereto, in each case to the extent effective.
- 1.2 “Consumer Rights Request” means a request from an individual relating to the individual’s Personal Information that is Customer Data.
- 1.3 “Data Privacy Laws” means all applicable federal and state laws and regulations governing privacy, data security, data protection and the Processing of Personal Information.
- 1.4 “Personal Information” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device, as well as any other information defined as “personal information,” “personal data” or equivalent term under applicable Data Privacy Laws. For the avoidance of doubt, Customer Data includes any Personal Information submitted by or for Customer to the Services.
- 1.5 “Process” or “Processing” means any operation or set of operations that are performed on Personal Information or on sets of Personal Information (including, but not limited to, retaining, using, disclosing, accessing, storing, or creating derivative works therefrom), regardless of whether by automated means.

Article II: Processing of Personal Information.

- 2.1 ICE MT will only collect, use, retain, disclose and otherwise process Customer Data for the purpose of providing the Services in accordance with the Agreement and ICE MT’s published privacy policy located at <https://www.icemortgagetechnology.com/privacy-policy>, and as otherwise directed by Customer or as necessary for compliance with applicable laws.
- 2.2 ICE MT may disclose Customer Data to and permit the Processing of Customer Data by its Subcontractors, provided such Subcontractors are subject to contractual requirements with respect to Customer Data at least as restrictive as apply to ICE MT under the Agreement and this Addendum. ICE MT will remain liable for the actions of its Subcontractors. The names of ICE MT’s Subcontractors who may Process Customer Data are located at <https://www.icemortgagetechnology.com/content/agreements/material-subcontractors.pdf>.
- 2.3 ICE MT will notify Customer if it is no longer able to meet its obligations under applicable Data Privacy Laws, in which case Customer may take reasonable steps to stop and remediate unauthorized use of Customer Data.
- 2.4 ICE MT confirms and certifies that it will not transfer or disclose any Customer Data to a third party for monetary or other valuable consideration other than at Customer’s direction and it will not combine the Customer Data with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, except to the extent necessary to perform the Services or for a “business purpose” (as defined in the CCPA/CPRA) as permitted hereunder.

Article III: Verifiable Individual Requests.

- 3.1 ICE MT will notify Customer promptly if ICE MT receives a Consumer Rights Request.
- 3.2 Upon request, and when necessary to enable Customer to respond to a Consumer Rights Request, ICE MT will reasonably cooperate with Customer through appropriate technical, organizational, and other measures by (a) complying with Customer’s instruction to delete responsive Customer Data (and notifying its Subcontractors who may have Processed such Customer Data to do the same unless it proves impossible or involves disproportionate effort), (b) providing responsive Customer Data in ICE MT’s control or possession, and (c) assisting Customer with correcting inaccurate responsive Customer Data.

Article IV: Modifications. This Addendum is subject to modification at ICE MT’s discretion upon posting of an updated version at <https://www.icemortgagetechnology.com/agreements>; provided, however, that any such modification will not decrease ICE MT’s privacy commitments.