Valutare

CUSTOMER TERMS

Valutare Customer Terms — US Privacy Addendum

Version 1.0 · Effective December 15, 2026 **Web** valutare.ai/legal/us-privacy-addendum

Preview. These terms take effect December 15, 2026 and may be updated before then.

"Personal Information" and "Customer Personal Data" are defined in Key Terms Part 3.8. This addendum supplements the Common Paper DPA v1.1. The terms track Cal. Civ. Code § 1798.140(ag) and 11 CCR § 7051 (regulations effective January 1, 2026).

1. Roles and purposes

1.1 For Personal Information Provider processes on Customer's behalf, Provider is a "service provider" (and, where applicable, a "processor") under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its regulations ("CCPA"), and under comparable provisions of other applicable US state privacy laws ("US Privacy Laws").

1.2 Customer discloses Personal Information to Provider only for these limited and specified business purposes (the "Business Purposes"): (a) hosting and operating Customer's performance-management records (goals, feedback, one-on-ones, reviews, growth plans, surveys); (b) compensation planning and pay-equity analysis where Customer enables them; (c) generating AI-assisted drafts, summaries and coaching for Customer's users; (d) collecting read-only work-context metadata from workplace accounts connected under the Product-Specific Terms § 4, to coach the User it concerns and, where Customer turns them on, to show team insights under that section; (e) showing wellbeing support messages as described in the Product-Specific Terms § 6, which keeps no record about any individual; (f) retaining and exporting records under the Product-Specific Terms § 8; (g) security, fraud prevention and debugging of the Cloud Service; (h) customer support; and (i) improving the Cloud Service using de-identified technical and usage information under section 4, never including training, fine-tuning or evaluating any AI model and never using data received through integrations.

2. Provider's commitments

Provider will not:

2.1 sell or share (as defined in the CCPA) Customer's Personal Information;

2.2 retain, use or disclose Customer's Personal Information for any purpose, **including any commercial purpose,** other than the Business Purposes, or outside the direct business relationship between Customer and Provider, except as US Privacy Laws permit a service provider;

2.3 combine Customer's Personal Information with personal information from other sources, except as US Privacy Laws permit.

Provider will:

2.4 comply with US Privacy Laws applicable to it as a service provider and provide the same level of privacy protection they require of Customer, including reasonable security procedures and practices appropriate to the nature of the information (Cal. Civ. Code § 1798.81.5);

2.5 notify Customer if it determines it can no longer meet its obligations under US Privacy Laws;

2.6 grant Customer the right to take reasonable and appropriate steps to ensure Provider uses the Personal Information consistently with Customer's obligations under US Privacy Laws, including the questionnaire, documentation and audit rights in Key Terms Part 5; and, upon notice, the right to take reasonable and appropriate steps to stop and remediate unauthorized use;

2.7 assist Customer in responding to consumer requests under US Privacy Laws, including requests to access, opt out of or appeal automated decisionmaking, and honor an opt-out within 15 business days of Customer's instruction, or immediately where Customer applies it through the Cloud Service's administration features;

2.8 notify Customer of each Subprocessor it engages (Key Terms Part 5) and bind each by written contract to terms that comply with US Privacy Laws, including this section;

2.9 provide Customer, for its risk assessments, the facts available to Provider that Customer needs to conduct them, as described in the Product-Specific Terms § 2.2.

3. Certification

Provider certifies that it understands the restrictions in section 2 and will comply with them.

4. De-identified information

If Provider receives or creates de-identified information, it will take reasonable measures to ensure it cannot be associated with an individual, publicly commit to maintain and use it only in de-identified form, not attempt to re-identify it, and contractually require any recipient to do the same. Provider will not use de-identified information derived from Customer Personal Data to train, fine-tune or evaluate any AI model, and will not create it from data received through integrations.

5. Precedence

For Personal Information subject to US Privacy Laws, this addendum prevails over any conflicting term of the Agreement other than the Order Form and the Key Terms (Key Terms Part 3.7).