

## **I. CALIFORNIA RESIDENTS: Summary Of Consumer Rights Under The California Consumer Privacy Act ( “CCPA” ) And The California Privacy Rights Act (“CPRA”).**

### **A. Overview.**

The California Consumer Privacy Act of 2018, Cal. Civ. Code §1798.100 et seq., (“CCPA”) took effect on January 1, 2020 and grants new privacy rights to California consumers. The California Privacy Rights Act of 2020 (“CPRA”), is a California ballot proposition that voters approved which expands and builds on the CCPA and goes into effect on January 1, 2023. Together, the CCPA and the CPRA provide California consumer rights, including:

- The right to know what Personal Information is collected, used, shared or sold, both as to the categories and specific pieces of Personal Information;
- The right to access Personal Information;
- The right to data portability (i.e., easy, portable access to all pieces of personal data held by the company);
- The right to delete Personal Information held by businesses and by extension, a business’s service provider;
- The right to opt-out of (1) the sale or sharing of Personal Information and (2) targeted/cross-contextual behavioral advertising. Consumers are able to direct a business that sells or shares Personal Information to stop selling or sharing that information. Children under the age of 16 must provide opt in consent, with a parent or guardian consenting for children under 13;
- The right to correct inaccurate personal information, considering the nature of the personal information and purpose of the processing;
- The right to opt-out of the disclosure of sensitive personal information, which includes racial origin, religious beliefs, union membership, email, geolocation, account or debit or credit card numbers with passwords, and social security numbers; and
- The right to non-discrimination in terms of price or service when a consumer exercises a privacy right under the CCPA/CPRA.

A business subject to the CCPA and CPRA that collects a California consumer’s Personal Information must, at or before the point of collection, inform the consumer as to the categories of Personal Information to be collected and the purposes for which the categories of Personal Information shall be used.

A covered business must disclose and deliver the Personal Information the business collected about the consumer in response to a verifiable consumer request.

For purposes of the CCPA/CPRA, “Personal Information” does not include:

- Publicly available information from government records;
- De-identified or aggregated consumer information; or
- Information excluded from the CCPA/CPRA's scope, such as:
  - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data; or

- Personal Information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

A further summary of consumer rights provided by the CCPA/CPRA follows.

### **B. Right to Know.**

A business subject to the CCPA/CPRA must disclose in its privacy policy the Personal Information about consumers that the business has collected, sold, or disclosed for a business purpose in the past 12 months.

A business that collects Personal Information must also disclose, in response to a verifiable consumer request, the following:

- The categories of Personal Information the business has collected about the consumer;
- The categories of sources from which that Personal Information is collected;
- The business or commercial purpose for collecting or selling Personal Information collected from consumers;
- The categories of third parties with which the business shares Personal Information; and/or
- The specific pieces of Personal Information the business has collected about the consumer making the request.

A business that sells or shares a consumer's Personal Information or discloses a consumer's Personal Information for a business purpose must disclose the following in response to a verifiable consumer request:

- The categories of Personal Information the business has collected about the individual consumer.
- The categories of Personal Information the business has sold or shared about the consumer and categories of third parties to which the Personal Information was sold by category or categories of Personal Information for each third party to which the Personal Information was sold. Or, if the business has not sold any consumer Personal Information, it must state that fact).
- The categories of Personal Information the business has disclosed about the consumer for a business purpose. Or, if the business has not disclosed any consumer Personal Information for a business purpose, it must state that fact.

### **C. The Right to Correct Inaccurate Personal Information.**

California consumers have the right to request that a business that maintains inaccurate personal information about the consumer correct that inaccurate personal information, considering the nature of the personal information and the purposes of the processing of the personal information. A business must use commercially reasonable efforts to correct inaccurate personal information as directed by the consumer.

### **D. The Right to Deletion.**

You have the right to request that we delete any of your Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our Service Providers to delete) your Personal Information from our records, unless an exception applies.

However, the CCPA/CPRA provides for certain exceptions to the Right to Deletion. We may deny your deletion request if retaining the information is necessary for us or our Service Providers to:

1. 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.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **E. The Right to Portability.**

California consumers may obtain a copy of their Personal Information that the consumer previously provided to a business in a portable and, to the extent technically feasible, readily usable format that allows the consumer to transmit the data to another business without hinderance.

## **F. Right to Non-Discrimination.**

A business must not discriminate against a consumer who exercises any of the consumer's rights under the CCPA or CPRA. However, a business may charge different prices or provide a different quality of goods or services if the difference is reasonably related to the value provided to the consumer by the consumer's data and may offer financial incentives to a consumer for the collection, sale, or deletion of Personal Information on a prior opt-in consent basis.

## **G. The Right to Opt-Out.**

A business that sells or shares consumers' Personal Information to third parties needs to provide notice to consumers thereof and inform consumers that they have the right to opt out of the sale or sharing of their Personal Information. A business must provide a "Do Not Sell or Share My Personal Information" link on its Internet homepage that links to an Internet webpage that enables a consumer to opt-out of the sale or sharing of the consumer's Personal Information.

A business must not sell or share the Personal Information of consumers if the business has actual knowledge that the consumer is less than 16 years of age, unless the consumer, in the case of consumers between 13 and 16 years of age, or the consumer's parent or guardian, in the case of consumers who are less than 13 years of age, has affirmatively authorized the sale of the consumer's Personal Information.

California consumers also have the right to opt-out of (1) cross-behavioral advertising and (2) profiling in furtherance of decisions that produce legal or similarly significant effect concerning the consumer.

## **H. Right to Limit Use and Disclosure of Sensitive Personal Information.**

You have the right to limit the Company's use and disclosure of sensitive personal information to that which is necessary for providing products or services to you. You can click on the link titled "Limit the Use of My Sensitive Personal Information" which will take you to a page that enables you to limit the use of sensitive personal information to only that which is essential for providing goods or services.

Sensitive personal information includes any private information that divulges any of the following:

- Personal identification numbers, including social security, driver's license, passport, or state ID;
- Account or debit or credit card numbers;
- Account login along with password or required credentials;
- Personal mail, email, or text message contents when the recipient is not the business accessing it;
- A consumer's exact geolocation;
- A consumer's racial origin, religious beliefs, or union membership;
- Information concerning a consumer's health;
- A consumer's genetic data; and
- A consumer's sex life or sexual orientation.

Publicly available information is **not** sensitive personal information under the CPRA.

## **II. CALIFORNIA RESIDENTS: How To Make A CCPA/CPRA Consumer Rights Request.**

### **A. Instructions for Submitting a CCPA/CPRA Consumer Rights Request to Us.**

If you wish to exercise any of the CCPA consumer rights summarized above, such as a Request to Know or a Request to Delete Personal Information, you can do so in one of the following ways:

- Call us at 1-800-855-697-5276; or
- Reach us by email or U.S. mail at:

US- PrivacyRights@grifols.com

Grifols USA, LLC  
Attn: Office of the General Counsel  
2410 Grifols Way  
Los Angeles, CA 90032

Upon receiving a verifiable Request to Know or a Request to Delete, we will confirm receipt of the request within ten (10) days and provide some information about how we will verify and handle the request, and by when you should expect to receive a response.

Please note that you may only make a verifiable consumer Request to Know or Request to Access your data under the CCPA two times within any 12-month period.

### **B. Verification Of The Person Making A Consumer Rights Request.**

Of course, we need to be reasonably sure that the person making the request is you! So, we may need some information from you to verify that you are the person whose Personal Information you are asking to know about or to delete. Accordingly, the verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative.
- 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. Making a verifiable consumer request does not require you to create an account with us. We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

### **C. Designating An Authorized Agent to Make A Request for You.**

Only you or a person registered with the California Secretary of State that you designate and authorize to act on your behalf, may make a verifiable consumer request related to your Personal Information. For your protection, we will need some proof that someone seeking to act on your behalf is actually authorized by you to do so. You may also make a verifiable consumer request on behalf of your minor child.

### **D. Response Timing and Format.**

We will try to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we need more time (up to 90 days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt.

**If you are making a Request to Delete your Personal Information, we will re-confirm with you that you want your information deleted after verifying your request.**

If we cannot respond to or comply with your Request to Know or Request to Delete, say because we cannot verify your identity or because an exception applies, we will explain the reasons we cannot comply with your request. 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 information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

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