

CALIFORNIA PRIVACY NOTICE

INTRODUCTION

This California Privacy Notice (“California Notice”) is dated and effective January 1, 2021

Your privacy is important to Carr Properties [Carr Properties and its affiliates] (“Company” or “we”). This California Notice applies solely to site visitors and clients who reside in California. We are furnishing this California Notice pursuant to the California Consumer Privacy Act of 2018 (the “CCPA”), and any terms defined in the CCPA have the same meaning when used in this California Notice. This California Notice supplements and should be read together with our [Privacy Policy](#), which already provides certain disclosures required under the CCPA.

We reserve the right to amend this California Notice at our discretion, at any time and without sending notice to you. When we make changes, we will post the updated California Notice on this web page and update the effective date. Your continued relationship with us after the posting or notice of any amended Privacy Policy or California Notice shall constitute your agreement to be bound by any such changes. This California Notice is not a contract and does not create any contractual rights or obligations.

INFORMATION WE COLLECT

Under the CCPA, “personal information” is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, device or household. “Personal information” does not include information which is publicly available, anonymized or aggregated, as well as other information which is excluded from the CCPA’s scope (e.g., information covered by other privacy laws). The specific personal information we collect, use and share relating to a California resident covered by the CCPA will vary based on our relationship or interaction with that individual. We do not knowingly collect personal information from children under age 16.

As further described in our Privacy Policy, we have collected the following categories of personal information in the past 12 months:

- Identifiers, such as name, postal or electronic address, and government-issued identifiers (e.g., taxpayer identification number);
- Personal information as defined under the California Client Records Statute (California Civil Code § 1798.80(e)) such as contact information, financial information and insurance information;
- Characteristics of protected classifications under California or federal law, such as age and gender;
- Commercial information, such as transaction information or property records;
- Biometric data such as fingerprint, image and user behavior characteristics;
- Internet or network activity information, such as browsing history and interactions with our Website;

- Geolocation data, such as device location and Internet Protocol (IP) location;
- Audio, electronic or similar information, such as call recordings; and
- Professional or employment-related information, such as job title and employer information.

We also may associate the information listed above with other information we obtain. We collect the foregoing information directly or indirectly from you and/or your authorized representatives in connection with our provision of Services, including through automatic collection when you use our Website and Services, from public sources (e.g., secretaries of state, agencies which monitor legal compliance) and from other sources such as third-party vendors and applications (e.g., lead generators, credit reporting agencies and applications).

See “Categories and Sources of Information” in our Privacy Policy to learn more.

USES OF INFORMATION

We may use or share personal information to operate, manage and maintain our business, to provide Services, and to accomplish our business and commercial purposes and objectives, including the following:

- To meet the reason you provided the information and/or to administer and perform the Services, including without limitation to maintain or service accounts, generate quotes and invoices, process or fulfill orders and transactions, verify client information, process payments, extend credit, perform advertising and marketing, collect payment, repossess property, investigate and address your concerns, seek payment from insurers or respond to insurance investigations, monitor and improve our responses and Services;
- To provide, maintain, personalize and develop our Website, databases, network, infrastructure, devices, properties and Services;
- To debug, including to identify and repair technical errors that impair intended functionalities;
- To perform security functions, including to detect security breaches, protect against fraud and malicious activities, and take action against wrongdoers;
- To serve and protect the rights, property or safety of our clients, employees, us or others, as necessary or appropriate;
- To perform auditing functions, including for advertising and other data analytics, and legal and regulatory compliance;
- To perform testing, research, analysis, and service development, including to develop and improve our Website and Services;
- To respond to governmental authorities, including law enforcement requests, and as required by applicable law, court order, or regulations; and
- As described to you when collecting your personal information or subsequently agreed to by you, and as otherwise permitted under the CCPA.

See “How We Use and Disclose Information” in our Privacy Policy to learn more.

SHARING OF INFORMATION

We may share personal information with certain trusted third parties. For example, we may share personal information with:

- Service providers, contractors and vendors to perform functions and services to accomplish our business and commercial purposes and objectives as described above, such as website and database hosting and maintenance, data analytics, billing and payment processing, and other activities relating to client relationships, marketing and marketing research, error monitoring, debugging, and information technology and related infrastructure;
- Other third parties to whom you or your authorized agent authorize us to share personal information incidental to or in connection with our Services; and
- Governmental authorities or other entities as required by law or regulation.

We share personal information to the extent necessary to accomplish our business and commercial purposes and objectives as described above, and we require these third parties to maintain the privacy and security of the personal information they access and to refrain from using it for any other purpose. We do not sell or rent personal information to unaffiliated third parties, such as sellers of goods or services, for their own business or commercial purposes. We may share anonymous or aggregated information with third parties to help deliver products, services and content and for other purposes.

See “How We Use and Disclose Information” in our Privacy Policy to learn more.

YOUR RIGHTS AND CHOICES

Know your personal information. If you are a California resident, the CCPA permits you to request and obtain from us twice a year, free of charge, information related to your personal information that we collected in the 12 months preceding the request, including the categories of personal information collected, the categories of sources from which the personal information was collected, the specific pieces of personal information we collected (also referred to as a “data portability” request), the business or commercial purpose for collecting personal information, the categories of personal information that we disclose to third parties, and the categories of third parties with whom we share that personal information. See further instructions for receiving your personal information below.

Delete your personal information. You may request that we delete the personal information that we have collected. We will delete your information unless it is necessary for purposes permitted by CCPA. See further instructions for deleting your personal information below.

Correct your personal information. You may request that we correct inaccuracies in the personal information that we maintain about you, and we will use commercially reasonable efforts to correct those inaccuracies. See further instructions for deleting your personal information below.

Opt-Out. The CCPA gives California residents certain rights to opt-out of the sale of their personal information. As we never sell, rent or trade your personal information with unaffiliated third parties for their own business or commercial purposes, you need take no further option to opt-out from the sale of your personal information. You may request that we not use your sensitive personal information or share it with a third-party contractor or service provider for advertising or marketing purposes. See further instructions below to opt out from the use of your sensitive personal information for advertising and marketing purposes.

Consent to new uses. We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated or incompatible purposes than those purposes disclosed in our Privacy Policy, this California Notice and other privacy notices provided to you, without providing you notice of such new use and obtaining your explicit consent.

Non-discrimination. If you choose to exercise any of these rights, we will not deny services to you or provide different quality of services. However, we may offer you certain financial incentives permitted under California law that can result in different prices, rates, or quality levels. Any legally-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describes the program's material aspects. Participation in a financial incentive program requires your prior opt-in consent, which you may revoke at any time.

Authorize an Agent. You may designate an agent to make a request under the CCPA on your behalf. To do so, please provide the agent a written letter appointing the agent, acknowledged before a notary public. The agent must furnish a copy of the appointing letter to us when taking action under the CCPA on your behalf. You also may appoint an agent using a power of attorney pursuant to California Probate Code, Sections 4000 to 4465.

EXERCISING YOUR RIGHTS AND CHOICES

To exercise the rights described above, please submit a verifiable consumer request to us by:

1. Calling toll-free at 202-303-3080; or
2. Submitting an online request via privacy@carrprop.com

In accordance with CCPA requirements, only you or your legally authorized agent may make a request related to your personal information. You also may make a request on behalf of your minor child. Your request must (1) provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or are an authorized

representative, and (2) 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 requested personal information relates to you. Making a request does not require you to create an account with us. We will only use personal information provided in a request to verify the requester's identity or authority to make the request.

We will do our best to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 45 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. The disclosures we provide will cover the 12-month period preceding our receipt of the request. 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 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.