workable

Workable CCPA / CPRA
Data Processing Addendum

This CCPA/CPRA Addendum (this "Addendum") is incorporated into and forms a part of the Workable Terms (the "Agreement") entered into by and between Workable, Inc. ("Service Provider" or "Workable") and the Customer ("Customer").

This Addendum shall be effective the later of: (a) the date You have become a Workable Customer (the "Effective Date") or (b) January 1, 2023 (CPRA effective date).

1. If Workable receives personal information of California residents from the Customer in order to provide the Services, pursuant to the Workable Terms, Workable does so as a Service Provider for the purposes of the California Consumer Privacy Act (Cal. Civ. Code §§ 1798.100 et seq.) as amended by the California Privacy Rights Act ("CPRA") (all together herein "CCPA") to the extent applicable, and the Customer is a Business. Workable shall not sell any such Personal Information. and is receiving personal information from Customer pursuant to these Terms for a business purpose.

2. Workable shall not sell, retain, use or disclose any personal information provided by Customer pursuant to these Terms except as necessary for the specific purpose of performing the services to the Customer pursuant to these Terms, or otherwise as set forth in these Terms or as permitted by the CCPA. The terms "Business Purpose", "Consumer" "Personal Information," "Service Provider," "Sale," and "Sell" are as defined in the CCPA.

3. Workable shall comply with all obligations applicable to Service Providers under the CCPA, including by providing Personal Information provided by the Customer under the Terms, the level of privacy protection required by the CCPA. An outline of Workable minimum security standards can be found here.

4. Customer shall disclose Personal Information to Workable only for the limited and specified purposes.

5. Customer agrees that Workable may engage other Service Providers and its Affiliates (see here) to assist Workable in providing the Services to the Customer under these Terms. In the event that Workable engages a new Service Provider ("Sub-Processor" Workable shall: (i) notify Customer of such engagement via the notification mechanism described in section 11.8 of the Terms at least thirty (30) days before enabling a new Sub-Processor, and (ii) enter into a written contract with the Sub-processor requiring Sub-processor to observe all of the applicable requirements set forth in the CCPA.

6. To the extent required by CCPA, Workable shall allow Customer to conduct inspections or audits in accordance with Sections 11.4.7 of the Terms.

7. The liability of each party under this Addendum shall be subject to the exclusions and limitations of liability set out in the Agreement.