



Prodege Market Research: US Data Protection Addendum

This US Data Protection Addendum (“US DPA”) —when incorporated by reference therein— automatically supplements, amends and forms part of any present or future master services agreement (MSA), statement of work, insertion order (IO), or other written business understanding (collectively, the “**Agreement**”) between Prodege, LLC and its affiliates (“**Prodege**”) and the Prodege Market Research client that is counterparty to that Agreement and its affiliates (“**You**”) (each a “Party” and collectively, the “Parties”) that relates to market research (MR) services for respondents exclusively within the United States. If You contract with Prodege for MR services involving respondents outside the United States, this US DPA will be automatically superseded by Prodege’s [Worldwide DPA](#), or another signed data protection agreement, as applicable. To the extent the US DPA and the Agreement conflict with respect to any subject matter herein, the US DPA will control, unless expressly agreed otherwise in writing.

You have requested that Prodege transfer, share, or confidentially provide You with certain data regarding one or more natural persons in the United States, including without limitation, end-users of Prodege’s survey-related products or services (“**Respondents**”) (collectively, the “**Transfer**”). The Transfer may include personal information that identifies one or more individual Respondents or Respondent households (“**Respondent Identifiable Information**” or “**RII**”). The Agreement enumerates the specific RII included in the Transfer, which may include Respondents’ real name, account name, login or other alias, email address, street/postal address, telephone number, date of birth, financial account information, signature, facial image or “selfie,” social security number, driver’s license number, passport number or other government ID number or image, IP address, device ID (including IMEI), MAC address, or other identifying or sensitive personal information.

Specific Purpose

The Transfer is for one or more of the limited purposes enumerated below (collectively, the “**Specific Purpose**”):

- Respondent verification or matching
- Data append
- Follow-up questionnaire or interview
- In-Home Use Test (IHUT); or
- As specified in the relevant provision(s) of the Agreement

Representations

You agree not to use, disclose or otherwise process the transferred RII for any purpose other than the Specific Purpose. Without limiting the foregoing, and consistent with the Specific Purpose, You agree not to: (1) sell or share the RII; (2) use the RII to create derivative works; or (3) otherwise exploit the RII, including, without limitation, marketing non-Prodege products and services and/or contacting, selling to, conducting surveys with, or influencing the opinions or decisions of the Respondents.

You agree to provide the same level of privacy protection for the RII as the California Consumer Privacy Act (“CCPA”) and other applicable privacy-related laws and regulations (“Privacy Laws”) require, and to otherwise comply with Your obligations under the Privacy Laws; e.g., complying with a Respondent’s request to opt-out of sale/sharing, or to delete RII, whether made through Prodege or directly by a Respondent. You will notify Prodege without undue delay if You determine that You can no longer meet Your obligations under this US DPA. Prodege has the right to take reasonable and appropriate steps to ensure that You use RII consistent with these obligations, and to stop and remediate unauthorized use of RII, including upon notice that you can no longer meet these obligations, and you agree to cooperate with any such steps.

You will implement and maintain reasonable security procedures and practices appropriate to the nature of the transferred RII to protect it from unauthorized or illegal access, destruction, use, modification, or disclosure, in accordance with California Civil Code section 1798.81.5 and other applicable Privacy Laws.

Once the Specific Purpose is complete, and upon reasonable written request from Prodege, You agree to return or destroy all RII received hereunder, and/or certify that you have done so.

Respondent Opt-In (If Applicable)

Pursuant to the Agreement, Prodege may give Respondents the opportunity to intentionally direct the sharing of relevant RII with You (“**Respondent Opt-in**”) in connection with one or more activities on Prodege’s rewards sites. If applicable, the Prodege Transfer will include RII only for those Respondents who provide Respondent Opt-in. The Parties agree that any Respondent Opt-in will position You as an independent business controller receiving RII from Prodege at the request or direction of each of the relevant Respondents. You further agree that any use or processing of RII transferred pursuant to Respondent Opt-in will be consistent with: (a) the Specific Purpose, (b) the express disclosures in the Respondent Opt-in process, and (c) what an average consumer would reasonably expect from the same. You will defend, indemnify and hold Prodege harmless for any third-party claims that may arise from Your use or processing of any RII transferred pursuant to Respondent Opt-in that is not consistent with these terms.