

Privacy Disclosures for California Residents

These California Disclosures (“Disclosures”) supplement the Privacy Policy (the “Policy”) of Opta Group LP, together with its subsidiaries (collectively, “Company,” “we,” “us,” or “our”). These Disclosures are provided pursuant to the California Consumer Privacy Act (“CCPA”), as amended, and apply only to residents of California. Each capitalized term used, but not defined in these Disclosures or the Policy, shall have the meaning given to such term in the CCPA.

Definitions

Capitalized terms shall have the same meaning as the terms defined in the Policy. In addition, in these Disclosures:

- (a) **“Cross-Context Behavioral Advertising”** means the targeting of advertising to a consumer based on the consumer’s Personal Information obtained from the consumer’s activity across businesses, distinctly-branded websites, applications, or services, other than the business, distinctly-branded website, application, or service with which the consumer intentionally interacts.
- (b) **“Sensitive Personal Information”** means all (i) Personal Information that reveals (A) a California resident’s social security, driver’s license, state identification card, or passport number; (B) a California resident’s account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; (C) a California resident’s precise geolocation; (D) a California resident’s racial or ethnic origin, religious or philosophical beliefs, or union membership; (E) the contents of a California resident’s mail, email and text messages, unless the Company is the intended recipient of the communication; (F) a California resident’s genetic data; and (ii) (A) the processing of biometric information for the purpose of uniquely identifying a California resident; (B) Personal Information collected and analyzed concerning a California resident’s health; or (C) Personal Information collected and analyzed concerning a California resident’s sex life or sexual orientation; Sensitive Personal Information that is “publicly available” pursuant to the California Laws is not considered Sensitive Personal Information or Personal Information.
- (c) **“Share,” “Shared,” or “Sharing”** means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s Personal Information, including California Information, by the Company to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between a business and a third party for Cross-Context Behavioral Advertising for the benefit of a business in which no money is exchanged.

Categories of Personal Information Collected, Disclosed and Shared for a Business Purpose

In the past twelve months, the Company has collected, disclosed and Shared the following categories of California Information to the third parties, set forth below.

Categories of California Information We Collect	Is California Information Shared	Categories of Third Parties with Which We Share California Information	Is California Information Disclosed	Categories of Third Parties to Which we Disclose California Information
Identifiers. This includes name, address, email, and phone number.	No	N/A	Yes	The Company discloses this information to third parties who provide information technology, data storage and product sales.
Personal Information categories listed in the California Customer Records statute. This includes, name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number,	No	N/A	Yes	The Company discloses this information to third parties who provide information technology, data storage and product sales.

Categories of California Information We Collect	Is California Information Shared	Categories of Third Parties with Which We Share California Information	Is California Information Disclosed	Categories of Third Parties to Which we Disclose California Information
insurance policy number, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.				
Commercial Information. This includes records services provided and engagement history.	No	N/A	Yes	The Company discloses this information to third parties who provide information technology, data storage, and product sales.
Biometric Information. This includes fingerprints or voiceprints.	No	N/A	No	N/A
Internet/Electronic Activity. This includes browsing history, search history and interaction	No	N/A	Yes	The Company discloses this information to third parties who provide information technology, data

Categories of California Information We Collect	Is California Information Shared	Categories of Third Parties with Which We Share California Information	Is California Information Disclosed	Categories of Third Parties to Which we Disclose California Information
with a website or application.				storage, marketing and product sales.
Geolocation Data. This includes device location.	No	N/A	No	N/A
Audio, electronic, visual, thermal, olfactory or similar technology. This includes images and audio, video or call recordings created in connection with business activities.	No	N/A	No	N/A
Professional or Employment Information. This includes business contact information used to deliver products or services.	No	N/A	Yes	The Company discloses this information to third parties who provide information technology, data storage, recruiting and product sales.
Educational Information. This	No	N/A	No	N/A

Categories of California Information We Collect	Is California Information Shared	Categories of Third Parties with Which We Share California Information	Is California Information Disclosed	Categories of Third Parties to Which we Disclose California Information
includes student records.				
Inferences drawn from other personal information. This includes information reflecting an individual's preferences and characteristics.	No	N/A	No	N/A
Sensitive Personal Information. This includes social security, driver's license, state identification card, or passport number; account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; a precise geolocation;	No	N/A	No	N/A

Categories of California Information We Collect	Is California Information Shared	Categories of Third Parties with Which We Share California Information	Is California Information Disclosed	Categories of Third Parties to Which we Disclose California Information
racial or ethnic origin, religious or philosophical beliefs, or union membership; contents of a consumer's mail, email, and text messages unless the Company is the intended recipient of the communication; or a consumer's genetic data.				

Categories of Sources from which Personal Information is Collected

The Company collects California Information through the Site, from third parties acting on behalf of consumers, or from clients with whom or which the Company has a business relationship, including from representatives of the Company's clients.

Purposes for Collecting California Information

The Company uses California Information collected by it for one or more of the following business purposes:

- To achieve the purposes for which the California Information was provided (e.g. if a Consumer provides California Information to request a price quote, or ask a question about the Company's products or services, the Company may use that California Information to respond);
- To record use of the Site, diagnose problems with the Site, and improve, and make the Site more useful to Consumers;
- To send e-mail messages, newsletters, and other correspondence regarding the Company and its products and services;
- To fulfill orders made for the Company's products and services;

- To provide a Consumer with support, and to respond to questions, regarding products and services of the Company;
- To respond to requests from law enforcement or other governmental authorities;
- To comply with any applicable law or other legal obligation;
- To prosecute, or defend itself in, a legal dispute or proceeding; and
- For any other business purpose permitted by the CCPA, including any amendments thereto, and its regulations.

Categories of California Information Sold or Shared

In the preceding twelve months, the Company has not sold or shared any California Information with third parties, including, to its knowledge, the California Information of Consumers under sixteen years of age.

Sensitive Personal Information

In the unlikely event that the Company collects any Sensitive Personal Information from you, such Sensitive Personal Information will not be used or disclosed for a purpose not otherwise authorized by the CCPA (as amended), corresponding regulations, and guidance provided by the California Privacy Protection Agency.

Retention of California Information

The Company keeps Personal Information as long as it is needed to provide our products and services, maintain the relationship between the Company and the customer or vendor, comply with legal obligations, or protect our interests. The Company decides how long we need information on a case-by-case basis. The following factors are taken into consideration when making such a determination:

- If the Company needs the Personal Information to operate or to provide our products and services.
- The amount, nature, and sensitivity of the Personal Information.
- The feature we use it for, and how that feature works.
- How long we need to retain the Personal Information to comply with certain legal obligations.

If the Company needs it for other legitimate purposes, such as to prevent harm, investigate possible violations of our terms or policies, promote safety, security and integrity, or to protect the Company and its employees, including protection of rights, property, or commercial interests.

Summary of Consumers' Rights

The following is a summary of a Consumer's rights under the CCPA, including any amendments thereto:

Right to Know Specific Information

You have the right to request that the Company disclose certain information to you regarding your California Information collected by the Company in the preceding 12-month period as long as doing so does not prove impossible or involve disproportionate effort on the Company. Specifically, you have the right to request the following:

- The categories of California Information collected about you;
- The categories of sources from which the California Information was collected;
- The Company's business or commercial purpose for collecting your California Information or, if applicable, selling or sharing your California Information;
- The categories of third parties to whom the Company discloses your California Information; and
- The specific pieces of California Information collected about you.

Right to Delete Information

You may request that the Company delete any of your California Information retained by it, subject to certain exceptions. Upon receiving and confirming your California Request (as defined below), The Company will delete (and direct its Contractors and Service Providers to delete) such California Information from the Company's (or such Contractors' or Service Providers') records, except that the Company may deny your request if retaining the California Information is necessary for the Company or one of its Contractors or Service Providers to:

- Complete the transaction for which the Company collected the California Information, provide requested products and services, take actions reasonably anticipated within the context of the Company's ongoing business relationship with you, or otherwise perform a contract between the Company and you;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activity;
- Debug products to identify and repair errors that impair intended functionality;
- Exercise free speech, ensure the right of another Consumer to exercise his or her free speech rights, or exercise another right provided by law;
- Comply with the California Electronic Privacy Act (Cal. Penal Code § 1546 et. seq.);
- Enable solely internal uses that are reasonably aligned with Consumer expectations based on a Consumer's relationship with the Company;

- Maintain internal records reasonably required for audits by external and internal auditors (including, but not limited to, accountants, banks and other financial institutions, and government authorities);
- Comply with a legal obligation; and
- Make other internal and lawful uses of California Information that are compatible with the context in which the California Information was provided.

Right to Correct Information

You may request that the Company correct your Personal Information if it is inaccurate, taking into account the nature of the California Information and the purposes of the processing of the California Information. Upon receiving your California Request, the Company will use commercially reasonable efforts to correct your California Information.

No Discrimination

The Company will not discriminate against a Consumer for exercising any rights under the CCPA, as amended. In particular, if a Consumer exercises any such rights, the Company will not:

- Deny products or services to a Consumer;
- Charge a Consumer different prices or rates for products or services, including through granting discounts or other benefits, or imposing penalties;
- Provide a Consumer a different level or quality of products or services; or
- Suggest that a Consumer may receive a different price or rate for products or services, or a different level or quality of products or services.

However, the Company may offer a Consumer certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any such financial incentives offered by the Company will reasonably relate to the value of California Information, and contain written terms that describe the material aspects of such financial incentives. A Consumer's prior opt-in consent, which may be revoked at any time, is required before the Consumer obtains such financial incentives.

Verifiable Consumer Requests

To exercise your rights described in these disclosures and the Policy, you must submit a verifiable consumer request (a "California Request") to the Company as set forth in the Contact Information Section of the Policy. Only you, or an agent registered with the California Secretary of State that you authorize to act on your behalf, may make a California Request relating to your California Information. You may also make a California Request on behalf of your minor child.

The California Request must:

- Provide sufficient information that allows the Company to reasonably determine you are the person about whom the Company collected California Information or an authorized representative.
- Describe your request with sufficient detail that allows the Company to properly understand, evaluate, and respond to it.

The Company cannot respond to a request or provide California Information if it cannot verify your identity or the individual's authority to make the request on your behalf unless it can confirm that the California Information relates to you. The Company will only use California Information provided in a California Request to verify the requestor's identity or authority to make the request.

The Company's Response

The Company endeavors to respond to a California Request within 45 days of its receipt. If the Company requires more time (up to an additional 45 days), we will inform you of the reason and extension period in writing. The Company will deliver its written response by mail or electronically, at your option. Any disclosures provided by the Company will only cover the 12-month period preceding receipt of the verifiable consumer request. The response provided by the Company will, if applicable, explain the reasons the Company cannot comply with a request. For data portability requests, The Company will select a format to provide your California Information that is readily useable and should allow you to electronically transmit the information from one entity to another entity without hindrance.

The Company does not charge a fee to process or respond to your California Request unless it is excessive, repetitive, or manifestly unfounded. If the Company determines that your request warrants a fee, the Company will tell you why a fee is warranted and provide you with a cost estimate before completing the request.

Revisions to These Disclosures

The Company may revise these disclosures from time-to-time by posting the revisions on the Site. Any such revision will take effect immediately upon such posting. It is a Consumer's responsibility to periodically check the Site for revisions to these disclosures.

Effective Date: August 20, 2026