

California Privacy Addendum (CPRA) – Cloudginny GmbH (B2B-Only Service)

Status: Draft for review (informational only, not legal advice).

Effective scope: Applies to processing of **Personal Information** of **California residents** (Cal. Civ. Code §1798.100 et seq.) **in a B2B context** (i.e., employees, contractors, and representatives of business customers/prospects).

Precedence: If this Addendum conflicts with the main Privacy Policy, this Addendum controls for California residents. It is **incorporated by reference** into the Privacy Policy and accepted electronically (no separate signature required).

1) Roles and Applicability

1.1 Business / Service Provider. Our services are offered **exclusively B2B**. When we process Personal Information of California residents who act in a business capacity (e.g., employees or representatives of a customer or prospect), Cloudginny acts as a **Business** for our own website/marketing/admin operations and as a **Service**

Provider/Processor when processing on behalf of customers within the product.

Employee/applicant privacy is covered by separate notices where applicable.

1.2 Definitions. "Personal Information (PI)" and other capitalized terms follow CPRA definitions. "Sensitive Personal Information (SPI)" includes government identifiers, precise geolocation, financial account log-in, etc.

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2) Notice at Collection (What, Why, Sources, Retention)

We collect the following **categories of PI** about California residents from the **sources** and for the **purposes** indicated. We retain PI for the periods needed to fulfill the purposes described (see 2.4).

Category (CPRA)	Examples	Sources	Business Purposes (Art. 2.3 of main policy)	Retention
Professional Identifiers	name, work email, job title/role, employer,	direct from you/your employer; CRM tools	account creation, B2B contracting, support, security communications	for the term of the account + statutory retention

	business phone			
Internet/Network Activity	page views, device/browser, referrer, timestamps	automated collection; analytics providers	service operation, security, analytics, debug, fraud prevention	logs up to 14 days; analytics per provider settings
Commercial Info	subscription plan, transactions	you; payment processor	provisioning, billing, support, accounting	per tax/commercial retention (typically 6–10 years)
Inferences (product-only)	feature adoption/usage patterns	analytics; service telemetry	product improvement, troubleshooting	de-identified/aggregated retained; raw minimized
Sensitive PI (generally not collected)	precise geo; gov IDs; financial log-ins; health	N/A	N/A	N/A

2.3 Purposes. Operation of our services; account management; security and fraud prevention; debugging; analytics; customer communications; compliance; and as otherwise described in our Privacy Policy.

2.4 Retention. We retain PI only as long as reasonably necessary for the purposes collected, to comply with legal obligations, resolve disputes, and enforce agreements. We apply documented retention schedules (logs ~14 days; contracts/billing per statutory rules; de-identified analytics retained).

3) Sale/Share of Personal Information; Targeted Advertising

3.1 No Sale. We do **not** sell PI as “sale” is defined by the CPRA. We do not permit third parties to use PI collected in the B2B product for their own purposes.

3.2 Cross-Context Behavioral Advertising (Share). We **do not share** PI for cross-context behavioral advertising **by default**. If we enable third-party ad technology that constitutes “sharing,” we will (a) update this Addendum, (b) honor “**Do Not Sell or Share My Personal Information**” choices, and (c) present a consent banner that allows opt-out and/or opt-in as required.

3.3 Opt-Out Controls. If/when sharing is enabled, you may opt-out via: [**Do Not Sell or Share My Personal Information**] and through the **Global Privacy Control (GPC)** signal (see §8.4).

4) Sensitive Personal Information (SPI)

We **do not** use or disclose SPI for purposes other than those permitted by CPRA §1798.121(a) (e.g., service delivery, security, short-term transient use, debugging, or as otherwise legally allowed). If our processing ever exceeds permitted purposes, we will provide a “**Limit the Use of My Sensitive Personal Information**” control.

5) Disclosures to Service Providers/Contractors

We disclose PI to vetted **Service Providers/Contractors** under written contracts that: (i) limit processing to specified business purposes, (ii) prohibit selling/sharing, (iii) require confidentiality and appropriate security, and (iv) impose flow-down obligations on any sub-processors. Examples include hosting, authentication, databases, payments, analytics, and communications tools documented in our Privacy Policy.

6) Consumer Rights (CPRA)

California residents have the following rights, subject to exceptions:

- **Right to Know/Access** (categories & specific pieces of PI collected, sources, purposes, recipients, and retention).
- **Right to Delete** PI we collected from you.
- **Right to Correct** inaccurate PI.
- **Right to Opt-Out of Sale/Share** (if applicable).
- **Right to Limit** use/disclosure of SPI (if applicable).
- **Right to Data Portability**.
- **Non-Discrimination** for exercising your rights.

7) How to Exercise Your Rights

7.1 Submission Methods. Submit requests via [**Privacy Request Form**] or email service@cloudginny.com.

7.2 Verification. We will verify your identity (and authority, for agent requests) using commercially reasonable methods (account login; one-time verification; or signed authorization).

7.3 Authorized Agents. Agents may submit requests with proof of signed authorization or power of attorney and subject verification.

7.4 Response Time. We respond within **45 days** (extendable once by 45 days with notice).

8) Opt-Out and Preference Signals

8.1 “Do Not Sell/Share” Link. If we engage in activities deemed sale/share, we will display a persistent “**Do Not Sell or Share My Personal Information**” link and honor opt-outs.

8.2 “Limit SPI” Link. If SPI processing exceeds permitted purposes, we will provide a “**Limit Use of My Sensitive Personal Information**” link.

8.3 **Minors.** Our service is offered to business users only and is **not directed to minors**. We do not knowingly process PI of consumers under 18 in the product; if we learn of such processing, we will delete it.

8.4 **Global Privacy Control (GPC).** We will honor GPC browser signals as an opt-out of sale/share where applicable. **Global Privacy Control (GPC).** We will honor GPC browser signals as an opt-out of sale/share where applicable.

9) Metrics and Financial Incentives

9.1 **Metrics.** If required by CPRA (e.g., we buy/sell/share PI of ≥10M consumers in a year), we will publish annual request metrics.

9.2 **No Financial Incentives.** We do not offer programs that may be deemed “financial incentives” under CPRA. If we introduce any, we will provide required notices and opt-in terms.

10) Security

We implement reasonable and appropriate technical and organizational safeguards commensurate with the nature of PI processed, including access controls, encryption in transit, logging, and incident response procedures.

11) International Transfers

When we transfer PI outside the US/EU, we use appropriate safeguards (e.g., Data Privacy Framework certification, Standard Contractual Clauses, or comparable mechanisms) consistent with our main Privacy Policy.

12) Changes

We will update this Addendum to reflect changes in our processing or CPRA requirements and indicate the “Last Updated” date at the top of the Privacy Policy.

Appendices

Appendix A – Service Provider Terms (Customer/Enterprise Context)

Where Cloudginny acts as a **Service Provider/Processor** for customers:

1. **No Sale/Share.** We will not sell, share, or use PI other than to provide services to the customer and for permissible business purposes.
2. **Restrictions.** No combining PI with other data except as permitted by CPRA to detect security incidents, protect against malicious activity, or improve quality where the PI is processed on behalf of the same customer.
3. **Assistance.** We assist customers in responding to consumer requests and honoring opt-out/limit SPI signals applicable to the customer’s end-users.

4. **Sub-processors.** We will maintain a list of sub-processors and provide notice of material changes as contractually agreed.
5. **Deletion/Return.** On customer instruction or termination, delete or return PI unless retention is required by law.

Appendix B – Category-by-Provider Mapping (example skeleton)

Replace placeholders with your exact vendors and toggles.

Provider	Role	Category(ies) of PI	Sale/Share?	SPI ?	Retention	Contractual Basis
Hosting (e.g., Google Cloud, Vercel)	Service Provider	Identifiers; Network activity	No	No	per logs/sla	DPA + SCC/DPF
Auth/DB (e.g., Supabase)	Service Provider	Identifiers; Account data	No	No	account term	DPA + SCC
Payments (Stripe)	Service Provider	Identifiers; Commercial info	No	No	statutory	DPA + DPF/SCC
Analytics (e.g., Google Analytics, Brevo Analytics)	Service Provider	Network activity; Inferences	Configure: Treat as “Share” only if used for cross-context ads	No	per provider	DPA + controls
Comms (Brevo)	Service Provider	Identifiers; Communications	No	No	account term	DPA

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