

## Canadian Solar and Eternalplanet

### Privacy Policy Addendum for California Residents

**Effective Date:** September 19, 2022

**Last Reviewed on:** September 19, 2022

#### **1. Introduction**

This Privacy Policy Addendum for California Residents (the “**California Privacy Addendum**”) supplements the information contained in Canadian Solar Inc.’s and Eternalplanet Energy Co., Ltd.’s (collectively, the “**Companies**,” “**we**,” or “**our**”) [Privacy Policy](#) for use of the Platform (as defined in the Privacy Policy) and describes our collection and use of Personal Information. This California Privacy Addendum applies solely to all visitors, users, and others who reside in the State of California (“**Consumers**” or “**you**”). We adopt this notice to comply with the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (collectively, the “**CPRA**”) and any terms defined in the CPRA have the same meaning when used in this notice.

#### **2. Scope of this California Privacy Addendum**

This California Privacy Addendum applies only to information that we collect on our Platform that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with you or your device (“**Personal Information**”). However, publicly available information that we collect from government records and deidentified or aggregated information (when deidentified or aggregated as described in the CPRA) are not considered Personal Information and this California Privacy Addendum does not apply.

This California Privacy Addendum also does not apply employment-related Personal Information collected from our California-based employees, job applicants, contractors, or similar individuals. Please contact your local human resources department if you are a member of this group and would like additional information about how we process your Personal Information.

This California Privacy Addendum also does not apply to Personal Information reflecting a written or verbal business-to-business communication. Please see our California Privacy Addendum for B2B Personal Information for information regarding our practices regarding your B2B Personal Information.

#### **3. Information We Collect About You and How We Collect It**

Canadian Solar’s Platform collects, and over the prior twelve (12) months have collected, the following categories of Personal Information from our consumers:

Category	Applicable Pieces of Personal Information Collected
<b>A. Identifiers.</b>	A real name, postal address, Internet Protocol address, email address, or other similar identifiers.

<b>B. Personal Information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).</b>	A name or telephone number. <i>Some Personal Information included in this category may overlap with other categories.</i>
<b>D. Commercial information.</b>	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
<b>F. Internet or other similar network activity.</b>	Browsing history, search history, traffic data, log file information, operating system, browser type, mobile network information, device identification, and other information on a consumer's interaction with a website, application, or advertisement (including through cookies).
<b>L. Sensitive Personal Information ("Sensitive Personal Information")</b>	Complete account access credentials, such as user names, account numbers, or card numbers combined with any required access/security code or password.

#### **4. Sources of Personal Information**

We collect Personal Information about you from the sources described in our Privacy Policy. We collect Personal Information directly from you, for example when you provide it to us, when you contact us through our Platform, when you create an account to access and use our Platform; and indirectly from you automatically through your computer or device as you use our Platform. We may also collect Personal Information about you from our advertising partners and service providers.

#### **5. How We Use Your Information**

We may use or disclose the Personal Information we collect and, over the prior twelve (12) months, have used, or disclosed the Personal Information we have collected, for the purposes described in our Privacy notice.

Canadian Solar will not collect additional categories of Personal Information or use the Personal Information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **6. To Whom Do We Share Your Personal Information**

The Companies may disclose your Personal Information to a third party for a business purpose. When we disclose Personal Information to non-affiliated third-parties for a business purpose, we enter a contract that describes the purpose, requires the recipient to both keep that Personal Information confidential and not use it for any purpose except for the purposes for which the

Personal Information was disclosed and requires the recipient to otherwise comply with the requirements of the CPRA.

***Disclosures of Personal Information for a Business Purpose***

In the preceding twelve (12) months, the Companies have disclosed the following categories of Personal Information for a business purpose to the listed categories of third parties:

**A. Identifiers:**

*Categories of Third Parties:* Service providers; business partners; affiliates, parents, and subsidiary organizations of the Companies.

**B. California Customer Records Personal Information categories:**

*Categories of Third Parties:* Service providers; business partners; affiliates, parents, and subsidiary organizations of the Companies.

**D. Commercial information:**

*Categories of Third Parties:* Service providers; business partners; affiliates, parents, and subsidiary organizations of the Companies.

**F. Internet or other similar network activity:**

*Categories of Third Parties:* Internet cookie information recipients, such as analytics and behavioral advertising services.

We disclose your Personal Information to the categories of third parties listed above for the following business purposes:

- Helping to ensure security and integrity of our products, services, and IT infrastructure to the extent the use of the Personal Information is reasonably necessary and proportionate for these purposes.
- Debugging to identify and repair errors that impair existing intended functionality.
- Short-term, transient use, including, but not limited to, nonpersonalized advertising shown as part of your current interaction with us. Our agreements with third parties prohibit your Personal Information from disclosure to another third-party and from using your Personal Information to build a profile about the you or otherwise alter your experience outside your current interaction with us.
- Performing services on behalf of us, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of us.
- Undertaking internal research for technological development and demonstration.
- Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by us, and to improve, upgrade,

or enhance the service or device that is owned, manufactured, manufactured for, or controlled by us.

In addition to the above, we may disclose any or all categories of Personal Information to any third-party (including government entities and/or law enforcement entities) as necessary to:

- comply with federal, state, or local laws, or to comply with a court order or subpoena to provide information;
- comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities;
- cooperate with law enforcement agencies concerning conduct or activities that we (or one of our service providers') believes may violate federal, state, or local law;
- comply with certain government agency requests for emergency access to your Personal Information if you are at risk or danger of death or serious physical injury; or
- exercise or defend legal claims.

## **7. To Whom Do We Sell or Share Your Personal Information**

### **“Sale” of Your Personal Information for Monetary or Other Valuable Consideration**

In the preceding twelve (12) months, the Companies have not “sold” your Personal Information for either monetary *or* other valuable consideration. Because our Platform is not designed for use by children under the age of 18, we do not “sell” the Personal Information of individuals we know are minors under the age of 16 for monetary or other valuable consideration and we do not “share” such Personal Information for cross-context behavioral advertising without affirmative consent as required by the CPRA.

### **“Sharing” of Your Personal Information for Cross-Context Behavioral Advertising**

In the preceding twelve (12) months, the Companies have not “shared” your Personal Information for the purpose of cross-context behavioral advertising.

## **8. Your Rights and Choices**

The CPRA provides California residents with specific rights regarding their Personal Information. This section describes your CPRA rights and explains how to exercise those rights. You may exercise these rights yourself or through your Authorized Agent. For more information on how you or your Authorized Agent can exercise your rights, please see [Exercising Your CPRA Privacy Rights](#).

- **Right to Know.** You have the right to request that the Companies disclose certain information to you about our collection and use of your Personal Information over the past 12 months (a “**Right to Know**” request). This includes: (a) the categories of Personal Information we have collected about you; (b) the categories of sources from which that Personal Information came from; (c) our purposes for collecting this Personal Information; (d) the categories of third parties with whom we have shared your Personal Information;

and (e) if we have “sold” or “shared” or disclosed your Personal Information, a list of categories of third parties to whom we “sold” or “shared” your Personal Information, and a separate list of the categories of third parties to whom we disclosed your Personal Information to. You must specifically describe if you are making a Right to Know request or a Data Portability Request. If you would like to make both a Right to Know Consumer Request and a Data Portability Consumer Request you must make both requests clear in your request. If it is not reasonably clear from your request, we will only process your request as a Right to Know request. You may make a Right to Know or a Data Portability Consumer Request a total of two (2) times within a 12-month period at no charge.

- **Access to Specific Pieces of Information (Data Portability).** You also have the right to request that the Companies provide you with a copy of the specific pieces of Personal Information that we have collected about you, including any Personal Information that we have created or otherwise received from a third-party about you (a “**Data Portability**” request). If you make a Data Portability Consumer Request electronically, we will provide you with a copy of your Personal Information in a portable and, to the extent technically feasible, readily reusable format that allows you to transmit the Personal Information to another third-party. You must specifically describe if you are making a Right to Know request or a Data Portability request. If you would like to make both a Right to Know Consumer Request and a Data Portability Consumer Request you must make both requests clear in your request. If it is not reasonably clear from your request, we will only process your request as a Right to Know request. In response to a Data Portability Consumer Request, we will not disclose your account password or security question or answers. We will also not provide any Personal Information if the disclosure would create a substantial, articulable, and unreasonable risk to your Personal Information, your account with the Companies, or the security of our systems or networks or any Personal Information that may be subject to another exception under the CPRA. If we are unable to disclose certain pieces of your Personal Information, we will describe generally the types of personal information that we were unable to disclose and provide you a description of the reason we are unable to disclose it. You may make a Right to Know or a Data Portability Consumer Request a total of two (2) times within a 12-month period at no charge.
- **Correction.** You have the right to request that we correct any incorrect Personal Information about you to ensure that it is complete, accurate, and as current as possible. You may review and correct some Personal Information about yourself by logging into the Website(s) and visiting your “Account” page. You may also request that we correct the Personal Information we have about you as described below under [Exercising Your CPRA Privacy Rights](#). In some cases, we may require you to provide reasonable documentation to show that the Personal Information we have about you is incorrect and what the correct Personal Information may be. We may also not be able to accommodate your request if we believe it would violate any law or legal requirement or cause the information to be incorrect or if the Personal Information is subject to another exception under the CPRA.

- **Deletion.** You have the right to request that the Companies delete any of your Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your Consumer Request (see [Exercising Your CPRA Privacy Rights](#)), we will delete (and direct our service providers to delete) your Personal Information from our records, unless an exception applies pursuant to the CPRA. Some exceptions to your right to delete include, but are not limited to, if we are required to retain your Personal Information to complete the transaction or provide you the goods and services for which we collected the Personal Information or otherwise perform under our contract with you, to detect security incidents or protect against other malicious activities, and to comply with legal obligations. We may also retain your Personal Information for other internal and lawful uses that are compatible with the context in which we collected it.
- **Non-Discrimination.** We will not discriminate against you for exercising any of your CPRA rights. Unless permitted by the CPRA, we will not do any of the following as a result of you exercising your CPRA rights: (a) deny you goods or services; (b) charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties; (c) provide you a different level or quality of goods or services; or (d) suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### **Exercising Access, Data Portability, and Deletion Rights**

To exercise the rights described above, please submit a request (a “**Consumer Request**”) to us by either:

**Phone:** 1 888 998 7739

**Website:** <https://www.csisolar.com/contactus/>

**Email:** [privacy@csisolar.com](mailto:privacy@csisolar.com)

**Postal Address:**

Canadian Solar  
Attn: Legal/Compliance Department  
1350 Treat Blvd. Suite 500  
Walnut Creek, CA 94597

If you (or your authorized agent) submit a request to delete your information online, we will use a two-step process in order to confirm that you want your Personal Information deleted. This process may include verifying your request through your email address on record, calling you on your phone number on record (which may include an automated dialer), sending you a text message and requesting that you text us a confirmation, or sending you a confirmation through US mail.

If you fail to make your submission in accordance with the ways described above, we may either treat your request as if it had been submitted with our methods described above, or provide you with information on how to submit the request or remedy any deficiencies with your request.

Only you, or your agent that you authorize to act on your behalf, may make a verifiable consumer request related to your Personal Information. To designate an authorized agent, see [Authorized Agents](#) below. We may request additional information so we may confirm a request to delete your Personal Information.

All Consumer Requests must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative. This may include:
  - Providing us with your account number that you can find in the mobile application and other similar information specific to your use of our Platform.
- 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 which Personal Information relates to you or the individual for whom you are making the request as their Authorized Agent.

Making a verifiable consumer request does not require you to create an account with us, however, if you do not have an account, we may ask you for additional information to identify you and we generally will only have limited Personal Information about you (for example, if you had previously contacted us through our website). However, we do consider requests made through your password protected account (when such feature is available) sufficiently verified when the request relates to Personal Information associated with that specific account.

We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

### **Authorized Agents**

You may authorize your agent to exercise your rights under the CPRA on your behalf by registering your agent with the California Secretary of State. You may also provide your authorized agent with power of attorney to exercise your rights. If you authorize an agent, we may require that your agent provide proof that they have been authorized exercise your rights on your behalf. We may request that your authorized agent submit proof of identity. We may deny a request from your agent to exercise your rights on your behalf if they fail to submit adequate proof of identity or adequate proof that they have the authority to exercise your rights.

### **Response Timing and Format**

We will respond to a Consumer Request within ten (10) days of its receipt. We will generally process these requests within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

In response to a Right to Know or Data Portability Consumer Request, we will provide you with all relevant information we have collected or maintained about you on or after January 1, 2022, unless an exception applies. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For Data Portability Consumer Request, 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, such as a CSV file.

We do not charge a fee to process or respond to your Consumer Request unless it is excessive, repetitive, or manifestly unfounded. We reserve the right to consider more than two (2) total Right to Know or Data Portability Consumer Requests (or combination of the two) in a twelve (12) month period to be repetitive and/or excessive and require a fee. If we determine that your Consumer Request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### **9. Your Choices Regarding Our Use and Disclosure of Your Sensitive Personal Information**

We do not use your Sensitive Personal Information for any purpose other than the following:

- As you should reasonably expect for us to provide you with access and use of our Platform, such as to authenticate you;
- To detect security incidents that compromise the availability, authenticity, integrity, and confidentiality of stored or transmitted Personal Information, provided that our use of your Personal Information is reasonably necessary and proportionate for such purposes;
- To resist malicious, deceptive, fraudulent, or illegal actions directed at the Companies and to prosecute those responsible for those actions, provided that our use of your Personal Information is reasonably necessary and proportionate for this purpose;
- To ensure the safety of natural persons, provided that our use of your Personal Information is reasonably necessary and proportionate for this purpose;
- For short-term, transient use, including, but not limited to, nonpersonalized advertising shown as part of your current interaction with us, provided that the Personal Information is not disclosed to another third-party and is not used to build a profile about you or otherwise alter the your experience outside the current interaction with us;
- To perform services on behalf of the Companies, such as maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of us; and
- To verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by us, and to improve, upgrade, or



enhance the service or device that is owned, manufactured by, manufactured for, or controlled by us.

#### **10. Changes to This California Privacy Addendum**

The Companies reserve the right to amend this California Privacy Addendum at our discretion and at any time. When we make changes to this California Privacy Addendum, we will post the updated addendum on the Website and update the addendum's effective date. **Your continued use of our Platform following the posting of changes constitutes your acceptance of such changes.**

#### **11. Contact Information**

If you have any questions or comments about this California Privacy Addendum, the ways in which the Companies collect and use your information described above and in the [Privacy Policy](#), your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** 1 888 998 7739

**Website:** <https://www.csisolar.com/contactus/>

**Email:** [privacy@csisolar.com](mailto:privacy@csisolar.com)

**Postal Address:**

Canadian Solar  
Attn: Legal/Compliance Department  
1350 Treat Blvd. Suite 500  
Walnut Creek, CA 94597

OR

Eternalplanet  
Attn: Legal/Compliance Department  
1350 Treat Blvd. Suite 500  
Walnut Creek, CA 94597