

FTD Data Protection Addendum

FTD, LLC (“FTD”) takes its obligations to protect consumer information seriously. We expect our members to have that same commitment. As a member, you may provide order fulfillment services to FTD and, as a result, receive limited FTD consumer and order recipient data in order to provide those services.

This FTD Data Protection Addendum (“Addendum”) sets forth the obligations of all FTD members that receive FTD customer and order recipient data. This Addendum is incorporated into the terms of your FTD membership agreement as of the Effective Date noted above. The terms of this Addendum shall survive any termination or expiration of the Agreement and continue until you (“Member”) and all Personnel no longer Process any FTD Consumer Data.

In the event of a conflict or inconsistency between this Addendum and the Agreement, this Addendum shall control with respect to the Processing of FTD Consumer Data and compliance with Data Protection Laws.

1. **Definitions.** Any term capitalized but not defined herein shall have the definition in the Agreement.

- a. “Agreement” means your FTD membership agreement.
- b. “Data Protection Laws” means any and all laws, regulations, and ordinances, including without limitation any and all binding guidance promulgated thereunder, applicable to FTD, Member, or the Processing of FTD Consumer Data under the Agreement, that (i) regulate the Processing of information about an identified or reasonably identifiable natural person; (ii) impose obligations with respect to privacy, data security, data protection, and/or the confidentiality, integrity, and/or availability of information; and/or (iii) that require notification of a Security Incident to any person or entity.
- c. “FTD Consumers” shall mean all FTD customers, gift recipients, and visitors to FTD Sites.
- d. “FTD Consumer Data” shall mean the FTD Consumers’ names, email addresses, addresses, phone numbers, credit card numbers and any and all other Personal Information made available to Member in connection with the Agreement. Notwithstanding anything to the contrary in the Agreement, FTD Consumer Data shall remain Confidential Information of FTD until it is no longer Processed by Member or its Personnel.
- e. “FTD Sites” shall mean all of FTD’s websites, FTD’s affiliated companies’ websites, and their respective telephone lines.
- f. “Personal Information” shall mean information (i) about an identified or reasonably identifiable natural person, and/or (ii) that is protected by Data Protection Laws.
- g. “Personnel” means any and all personnel and Subcontractors, including without limitation employees, agents, temporary resources, officers, and managers.
- h. “Privacy Policy” shall mean the applicable privacy policy on the FTD Sites, as may be amended from time to time.
- i. “Process” and all conjugations thereof shall mean any operation or set of operations that are performed on information or on sets of information, whether or not by automated means, and includes without limitation access, collection, use, analysis, storage, disclosure, transmission, receipt, duplication, deletion, modification, and destruction.
- j. “Security Incident” means any and all (i) unauthorized or illegal Processing of FTD Consumer Data; and/or (ii) compromise of FTD Consumer Data that requires notification to any person or entity under Data Protection Laws.
- k. “Sell” shall have the definition provided in Data Protection Laws.
- l. “Subcontractor” means any person or entity other than an employee of Member that Processes or may Process FTD Consumer Data for or on behalf of Member.
- m. “Systems” shall mean information systems, web sites, computer networks, and data files.

2. **Description of Processing.** The nature and purpose of the Processing of FTD Consumer Data is the purchase, order fulfillment, and delivery of products by and to FTD Consumers. The types of FTD Consumer Data to be Processed include the contact, payment, billing, and delivery information of FTD Consumers and any other Personal Information to be Processed in connection with the Agreement. The duration of the Processing of FTD Consumer Data is for the duration of the Agreement.

3. **Processing of FTD Consumer Data.** Member shall Process FTD Consumer Data only to provide the products and services to or on behalf of FTD as provided in the Agreement or as otherwise instructed by FTD in writing. Member shall not Process the FTD Consumer Data for any purpose other than as specified in the Agreement and this Addendum or as required by applicable law. Unless otherwise expressly instructed by Member in writing, Member shall not Sell FTD Consumer Data, share it for targeted advertising purposes, or combine it with other Personal Information that is not FTD Consumer Data that Member Processes.

4. **Compliance with Law and Cooperation.**

a. **Compliance with Law.** Member shall comply with Data Protection Laws, and shall notify FTD without undue delay in the event Member determines that it cannot comply with Data Protection Laws. FTD has the right, upon notice to Member, to take reasonable and appropriate steps to (i) stop and remediate unauthorized Processing of FTD Consumer Data; and (ii) ensure that a recipient of FTD Consumer Data Processes such FTD Consumer Data in accordance with this Addendum and Data Protection Laws.

b. **Cooperation and Assistance.** Member shall, taking into account the nature of Member's Processing of FTD Consumer Data and the information available to Member, assist FTD in meeting FTD's obligations under Data Protection Laws, including without limitation by (i) notifying FTD in writing within five (5) days of receipt of a complaint, communication, or request regarding or arising from Member's Processing of FTD Consumer Data, including without limitation a request from an FTD Consumer to exercise rights under Data Protection Laws; (ii) providing assistance to FTD in fulfilling FTD's obligation to respond to consumer rights requests from FTD Consumers; (iii) providing all information necessary to demonstrate Member's compliance with Data Protection Laws and/or this Addendum; (iv) providing all information necessary to enable FTD to conduct and document any data protection assessments and/or privacy impact assessments required by Data Protection Laws; (v) providing assistance to FTD, through appropriate technical and organizational measures, in complying with FTD's requirement to implement reasonable security procedures and practices appropriate to the nature of the FTD Consumer Data to protect the FTD Consumer Data from a Security Incident; and (vi) assisting FTD in meeting FTD's obligations relating to notification of an actual or reasonably suspected Security Incident impacting FTD Consumer Data.

c. **Audits and Assessments.** Member shall allow for and cooperate with reasonable audits and assessments of Member's Processing of FTD Consumer Data by FTD or FTD's designated assessor.

5. **Personnel and Subcontractors.**

a. **Personnel.** Member shall ensure that all Member Personnel that are or may Process the FTD Consumer Data are subject to a duty of confidentiality with respect to the FTD Consumer Data. As between FTD and Member, Member shall be responsible and liable for the acts, omissions, Processing, and noncompliance with Data Protection Laws of Member Personnel as if Member had carried out such acts, omissions, Processing, or noncompliance.

b. **Subcontractor Engagements.** Member shall not use a Subcontractor to Process FTD Consumer Data without first (i) providing thirty (30) days' prior written notice to FTD of the engagement of a Subcontractor; (ii) providing FTD with a reasonable opportunity to object to the use of the Subcontractor to Process FTD Consumer Data, and if FTD so objects, not permitting the Subcontractor to Process FTD Consumer Data unless and until Member provides an alternative Processing mechanism or Subcontractor acceptable to FTD; and (iii) engaging the Subcontractor pursuant to a written contract that requires the Subcontractor to meet all obligations with respect to compliance with Data Protection Laws and Processing of FTD Consumer Data under the Agreement and this Addendum.

6. **Data Security.** Member shall implement and maintain, and require all Subcontractors to implement and maintain, reasonable and appropriate technical and organizational security measures and safeguards

that comply with Data Protection Laws and are appropriate to the nature of the FTD Consumer Data to protect the FTD Consumer Data within its possession or control. Without limiting anything in the Agreement or this Addendum, Member shall notify FTD immediately if it becomes aware of an actual or reasonably suspected Security Incident, and provide all information and assistance requested or required by FTD in connection therewith in a timely manner. Except as expressly required by Data Protection Laws, Member shall not notify any third party or government agency of a Security Incident, and shall not identify FTD in any such communication(s), in each case without FTD's prior written consent.

7. Indemnification. Notwithstanding any limitations or waivers of liability in the Agreement, Member shall defend, indemnify, and hold FTD and its Personnel harmless from and against any and all damages, costs, expenses, liabilities, claims and causes of action, including, without limitation, reasonable attorneys' fees, expenses and costs in the defense and disposition of such matters and in relation to enforcing this indemnification provision in any way arising by reason of, relating to, or based upon: (a) Member or its Personnel's violation of this Addendum; (b) Member or its Personnel's failure to comply with Data Privacy Laws; (c) any Security Incident, except to the extent such Security Incident was caused by an act or omission of FTD.

8. Return and Deletion. Member shall securely and permanently return to FTD all FTD Consumer Data within its possession or control upon FTD's request or upon expiration or termination of the Agreement, whichever occurs first. Following such return, or if FTD determines that such return is not required, Member shall securely and permanently delete or destroy the FTD Consumer Data within its possession or control, and have an authorized officer certify in writing as to such deletion and/or destruction. In the event any FTD Consumer Data is not returned, deleted or destroyed, for any reason, then Member shall Process such FTD Consumer Data in accordance with this Agreement.

This Addendum is effective as of the Effective Date.