

## PRIVACY POLICY

Effective Date: 07/01/202

For more than 40 years, Sur La Table, Inc. ("Sur La Table," "we," "us," or "our") has been building relationships with our customers based on respect and integrity. We appreciate the trust and confidence you place in us when you visit our website and when you do business with us.

Your privacy is important to us. Please read this Sur La Table Privacy Policy ("Privacy Policy") to learn about the information that Sur La Table collects from you and how Sur La Table uses that information.

By using the Site, you consent to the practices described in this Privacy Policy. If you do not agree with any part of this Privacy Policy, then please do not use the Site.

### SCOPE

This Privacy Policy describes how Sur La Table collects and uses information about you in connection with [www.SurLaTable.com](http://www.SurLaTable.com) and any other website, application or other online service on or to which this Privacy Policy is linked or referenced (collectively, the "Site"). You can download a printable copy of this Privacy Policy [here](#).

This Privacy Policy does not apply to information that is collected by any third-party websites, applications, or services that are integrated with the Site (collectively, "Third Party Services"). Third Party Services are governed by their own privacy policies. We recommend you review the privacy policy governing any Third-Party Services before using them.

Certain features of the Site, such as promotional offers may be subject to additional terms presented in conjunction with them. Regardless of how they are presented to you, we require that you agree to additional terms before using the features of the Site to which they apply.

*California Residents:* If you are a resident of California, you may have additional rights regarding your personal information. Please review our California Consumer Privacy Act ("CCPA") Section below regarding your rights under the CCPA.

### WHAT WE MEAN—DEFINITIONS

This Privacy Policy uses certain capitalized terms that we intend to have particular meanings. Sometimes, those terms are defined when they are first used. In addition, and for ease of reference, the following terms are defined in this section:

- **Personal Information:** means information that identifies you or that can identify you, including, but not limited to, your name, shipping and/or billing address, e-mail address, phone number and credit card information.
- **Browsing Information:** means information that, by itself, does not individually identify you, such as browser type, operating system, the webpages you viewed and how long you viewed them. We generally do not treat Browsing Information as Personal Information. We may, however, link together different types of Browsing Information or link Browsing Information to Personal Information. If linked information identifies (or can be used to identify) an individual person, we treat the linked information as Personal Information.
- **Process:** (including its variants) means to collect, transfer, share, disclose, provide access to, use, combine, verify, store, sell, rent and delete.

### HOW WE PROCESS INFORMATION

We process Personal Information and Browsing Information for a variety of purposes, including the following:

- To help provide you with a smooth, efficient shopping experience that is tailored to you, such as to:
  - help you quickly find information, products, and services;
  - make the Site easier for you to use by eliminating the need for you to repeatedly enter your Personal Information;

- provide you with information about your order history, gift cards, wish lists and gift registries you create, reviews you write, questions you answer, products you pick or people who are following your picks (if you choose to make picks and allow followers);
  - process your payments through our Site;
  - help create content that is customized to your particular preferences or interests; and
  - make third party offers of products and/or services more relevant to you.
- To alert you to Sur La Table and third party products, services, and promotional offers that may be of interest to you, through email, direct mail or other methods of delivery, such as mobile content delivery programs.
  - To allow you to participate in trusted store or similar programs, subscription services, rewards programs or other membership programs that we offer or participate in with business affiliates. This may involve collecting and disclosing Personal Information (including your order details) for purposes such as allowing third parties to track which of their members visit or use the Site (for example, to obtain purchase protection or to earn points or discounts for purchases made on our Site through links from the partner site).
  - To announce the names, cities, and states, of winners of contests, sweepstakes, and promotions.
  - To fulfill and ship your order, to process your payments, and to communicate with you about your order and to provide customer service.
  - To assist in marketing efforts, including by tailoring and serving advertisements, and by tracking the effectiveness of marketing efforts.
  - To operate the Site and to improve Site content, layout and design, and vendor selection.
  - To monitor the usage and performance of the Site and to conduct system administration and system troubleshooting.
  - To comply with legal requirements and process (for example, in response to subpoenas, court orders, and law enforcement or governmental requests or investigations), to protect our legal rights or the rights of others (for example, by working to reduce the risk of fraud or Site misuse); to enforce our Terms of Use or other policies or agreement; or to respond to an emergency.
  - In connection with a merger, sale, acquisition, divestiture, restructuring, reorganization, dissolution, bankruptcy or other change of ownership or control (in each case whether in whole or in part). Such a transaction may involve the disclosure of Personal Information and Browsing Information to prospective or actual purchasers or third parties. If all or any part of our assets are acquired, Personal Information and Browsing Information may be one of the transferred assets.
  - To help us determine which areas of our Site are most popular so we can enhance the experience of Site visitors. We may aggregate certain Browsing Information or Personal Information so that it does not relate to any specific Site visitor (“aggregate information”) in order to detect, analyze, and describe patterns of Site usage. Browsing Information and aggregate information can provide an overview of our Site users' characteristics, demographics, and collective viewing, search and shopping habits.
  - To share information with our affiliates, vendors, business partners (including advertising partners) and other third parties for purposes such as: tailoring Site and email content and services for individual users and recipients; conducting targeted advertising; offering promotions and discounts; and to offer third party products and services.
  - To evaluate you for a job or internship.
  - For any other lawful purpose.

Examples of the uses of information include:

**Providing Services.** We use your Personal Information and Browsing Information to provide services to you. Often, this includes contact information, mailing information, and other personal information. We may collect additional information when you create an account through the Site, including contact information and login

credentials. We may use this information to diagnose and address problems and provide other support services.

**Evaluating You for a Job or Internship.** We use Third Party Services to manage our job recruitment activities. By submitting your application for job opportunities via our affiliated Third Party Service, we will use your Personal Information to evaluate you for such opportunities.

Sur la Table may use The Ultimate Software Group, Inc. UltiPro service to collect and process job application information from you. You may be asked to create an account with and log into the UltiPro service. We do not control and are not responsible for the UltiPro service. For more information about UltiPro's privacy practices please visit: <https://www.ultimatesoftware.com/>.

**Improving the Site.** We use information to continually improve our Services, including adding new features or capabilities. This information is collected throughout your interactions with our Site that enable us to understand client usage and tailor future capabilities.

**We track Browsing Information** to know how many people visit specific pages of our Site or utilize specific areas of our Site so that we may improve upon it. We may use your IP address to customize our Site to your location, such as the language displayed on our Site.

**Communications.** We use information we collect to deliver and personalize our communications with you. For example, we may contact you by email or other means to notify you of changes in information and updates to our Site or to our Privacy Policy.

**Marketing Communications:** We use personal information to deliver marketing communications to you across various platforms, such as email, direct mail, social media, and online via our Site.

**Processing Payments:** If you make a payment to Sur La Table, we will ask for payment information and other information requested for processing your payment. We use Third Party Services to assist in securely processing your payment information. If you pay with a credit card, the payment information that you provide through the Site is encrypted and transmitted directly to the payment processor. We do not store your payment information and do not control and are not responsible for the payment processors or their collection or use of your information.

All payments received via credit card are processed securely by Sur La Table's payment processing vendors using measures that comply with the Payment Card Industry Data Security Standard ("PCI DSS").

## HOW WE COLLECT INFORMATION

### Information We Collect From You

In general, when we collect Personal Information about you on the Site, you are asked to affirmatively provide the information or to take some action—such as in registering an account, or placing an order—on or through the Site. Other information you affirmatively provide, such as about your preferences (e.g., specific products or brands you like), and demographic information (e.g., gender, age, or income range) is generally maintained along with Personal Information. You can choose not to provide any information that is affirmatively requested of you; however, this may limit your ability to use the Site. For example, you must provide certain information about you in order to access all of the Site's features, to obtain promotional or email offers, to create wish lists or gift registries, to participate in special or loyalty programs (including gift certificates) through the Site, to write and share product reviews, to enter contests or sweepstakes, or to place an order on the Site.

Depending on the purpose, we may ask you to provide different categories of Personal Information. For example, if you place an order, we may ask you to provide information including your name, phone number, email address, shipping and billing addresses, zip code and credit card information. If you choose to pay with Bill Me Later®, you will be required to provide the last four digits of your social security number and your birth date (which we will use to process the Bill Me Later® transaction and will strive to delete after the transaction is completed).

User-generated content on our Site (such as product reviews, product ratings and wish lists created by users) may include Personal Information. We Process any Personal Information submitted with or included in the user-generated content provided to the Site.

The Site may link with certain social media-related Third Party Services, such as social media platforms and social media plug-ins (e.g., the Facebook "Like" button, "Share to Twitter" button) ("Social Media"). When accessing the Site through a Social Media account, we may (depending on the applicable account privacy settings) automatically receive information (including Personal Information) from the Social Media platform. We may collect and use this information for the purposes described in this Privacy Policy or at the time the information was collected.

In addition to collecting information on the Site, we may collect information from you when you visit one of our stores or communicate with us over the phone or e-mail. This information may include Personal Information and other information such as your name, billing and mailing address, e-mail address, phone number, purchase and return history, gift card usage, and participation in events and promotions that we offer. This information may be matched with and stored in connection with Personal Information provided or collected in connection with the Site.

As stated above, the information we collect depends on the Site and features thereof that you use, and includes the following:

**Name and contact information.** We collect your first and last name, email address, postal address, phone number, and other similar contact information.

**Credentials.** We process passwords and related security information used for authentication for Sur La Table account access and information security purposes.

**Payment Information.** We collect the payment information necessary to process your payment if you make payments online, such as such as a credit card or debit card number.

**Job application and internship information.** We collect information regarding your employment history, resume, references, education (including GPA), and other information to help us evaluate you for an internship or employment with Sur La Table.

**Usage information.** We collect personalized information about your use of our Site, to better understand uses thereof and identify potential improvements, as well as to send you promotional communications or offers tailored to your use of our Site and interest thereto.

**Content.** We may collect the content of messages you send to us, such as feedback or questions you ask our technical support representatives, when necessary to provide you with access to our Site and its features. When you contact us, phone conversations or chat sessions with our representatives may be monitored and recorded in order to improve our Site and facilitate the processing and resolution of your request or complaint.

#### Information Collected Automatically

When you visit our Site, we automatically collect what we refer to as Browsing Information about you.

Browsing Information includes certain information that is automatically sent by, or collected from, your computer, web browser, and/or other device used to access the Site. This may include information such as your computer's IP address, unique device identifier associated with the device you use to access the Site, the URL of the webpage you visited before coming to the Site and when exiting the Site, the location from which you (or your computer or access device) accesses the Site, and information about your computer or browser type and settings (such as your browser version, language settings). We also may collect or access information associated with cookies or other Tracking Technologies, as further described in the "Tracking Technologies Used on the Site" section below.

Browsing Information also includes certain information about your use of the Site, such as the pages and services you click on or access on the Site, the data you or your computer or access device transfers to or receives from the Site, session information (such as page response times), click-stream data and other information about the unique way in which you use the Site. This information can allow us to record and understand the precise way in which you interact with the Site in any particular visit, including each of the webpages you visit, and the manner in which you engage with each webpage (e.g., where you move your cursor, what you scroll through, what searches you run and products you view, etc.). Browsing Information also includes preference data, such as search and purchase information and other preference-related

information that you submit to the Site (such as the styles and brands you prefer, what activities you enjoy and other lifestyle information).

#### HOW WE SHARE INFORMATION

It is our policy to protect your information both online and off-line. Access to our customers' information is restricted to only those employees or agents, contractors or subcontractors of Sur La Table who have valid reasons to access this information for the limited services via the Site that you have requested or authorized, or for any other purpose described in this Privacy Policy. The information you provide will not be sold or rented to third parties.

We may provide your personal information to:

- Sur La Table-controlled affiliates and subsidiaries, located in and outside your country or region;
- outsourced service providers who perform Third Party Services and other functions on our behalf, located inside or outside of your country or region. For example, when you provide payment information to pay online, we will share payment information with banks and other entities that process payment transactions or provide other financial services, and for fraud prevention and credit risk reduction;
- anyone expressly authorized by you to receive your personal information;
- anyone to whom we are required by law to disclose personal information, upon valid and enforceable request thereof.

Sur La Table may share personal information if Sur La Table or one of its affiliates is involved in a merger, sale, acquisition, divestiture, restructuring, reorganization, dissolution, bankruptcy or other change of ownership or control (in whole or in part). In such an event, Sur La Table requires that the personal information shared be subject to a confidentiality agreement in favor of Sur La Table.

We will access, disclose and preserve personal information when we have a good faith belief that doing so is necessary to:

- comply with applicable law or respond to valid legal processes, including from law enforcement or other government agencies, upon valid and enforceable request thereof; or
- operate and maintain the security of our Site, including to prevent or stop an attack on our computer systems or networks.

Please note that our Site may direct you to services of third parties whose privacy practices differ from Sur La Table's privacy practices. If you provide personal information to any of those services, your information is governed by their privacy statements or policies. Sur La Table is not responsible for the privacy practices of these other websites. Please review the privacy policies for those websites to understand how they process your information.

#### TRACKING TECHNOLOGIES USED ON THE SITE

We and our business associates use cookies, web beacons and similar tracking technologies ("Tracking Technologies"), on the Site to collect, process, and store Personal Information and Browsing Information.

Cookies are small files that are stored on your computer or other device that you use to access this Site. The Site uses two kinds of cookies, in both the first and third party form: session ID and persistent cookies. A session ID cookie generally expires when you close your browser, while a persistent cookie remains on your computer for an extended period of time. Persistent cookies can generally be removed by following directions provided in your Internet browser's "help" file, and your browser may offer you settings to reject cookies; we are not able to guarantee that any particular browser's instructions or settings will work properly. If you enact settings to reject cookies, or if you delete cookies, you may not be able to access or use some portions and features of the Site.

Cookies are used for a variety of purposes, including to enable you to select, place and purchase products in our shopping cart, to make it easier for you to navigate the Site (such as by storing your Personal Information, so you don't have to enter that information more than once), and enhance your shopping

experience. Cookies are also used to track the number of times users have visited the Site, to determine and analyze their use of the Site, to store information that they provide (such as preferences), to store technical information useful for interactions with the Site, and to track the number of visitors to the Site. Cookies are utilized to collect Browsing Information, including the information described in the “Information Collected Automatically” section above.

The Site also may use web beacons —sometimes called single-pixel gifs or action tags—to assist us in delivering cookies and allow us to collect Browsing Information about Site users. Web beacons may also be included in emails in order to determine whether the emails have been opened and acted upon. To learn more about cookies and web beacons, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

Locally shared objects—sometimes called Flash cookies—collect and hold more data than cookies and are stored differently on your computer. Locally shared objects may not be deleted, or prevented, through the use of browser settings or controls. For more information about locally shared objects, including instructions on how to control or delete them, review information provided by Adobe in connection with Flash technology you use, such as <http://www.adobe.com/devnet/security.html>.

The Tracking Technologies used on the Site may be used by us or by our service providers or business affiliates (including third party advertising companies) for the purposes described in this Privacy Policy (including the collection and use of Browsing Information and Personal Information). In addition, our service providers, business affiliates, and advertising companies may use Tracking Technologies to measure advertising effectiveness (such as which web pages are visited or what products are purchased and in what amount), to understand shopping patterns, to determine whether you have seen a particular ad before so as to avoid duplication, and for their own business purposes that are not described in this Privacy Policy.

We also use analytics services, such as Google Analytics, to collect information. Generally, analytics services do not identify individual users. Many analytics services allow you to opt out of data collection. For example, to learn more about Google Analytics practices and to opt out, visit [www.google.com/settings/ads](http://www.google.com/settings/ads) or by downloading the Google Analytics opt-out browser add-on at <https://tools.google.com/dlpage/gaoptout>.

#### EMAIL COMMUNICATIONS THAT WE SEND; CONSENT TO ELECTRONIC NOTICE OF BREACHES

We may send you, or you may elect to sign up to receive, emails from us. To help us understand whether we are providing information of interest to you, we may include software code or other Tracking Technologies in our emails to monitor whether you opened a particular email, whether you have clicked on the images and/or links in the email, the date and time the message was opened, and whether your computer is capable of receiving HTML-based email.

If you do not wish to receive marketing emails, please follow the opt-out instructions provided in the email. We reserve the right to send you service announcements or similar administrative messages (for example, if we need to temporarily suspend the Site for maintenance), without offering you the opportunity to opt out of receiving them. In addition, because we must communicate with you about orders that you have placed, you cannot opt out of receiving emails relating to your orders.

If we or our Site suffers a data security breach that requires us to provide you with notice, such as under applicable law, you consent to allow us to provide you with such notice by sending an e-mail to the primary e-mail address that is associated with your account.

#### YOUR RIGHT TO ACCESS AND UPDATE PERSONAL INFORMATION

Sur La Table respects your right to access and control your personal information. You have choices about the information we collect. When you are asked to provide personal information that is not necessary for the purposes of providing you with our Site, you may decline. However, if you choose not to provide information that is necessary to provide you with our Site, you may not have access to certain features on our Site.

You can view some of the Personal Information that we maintain about you and your account by logging into your account on the Site and viewing the My Account section. You can update certain information about your account, such as your mailing or billing address information, email address, and phone number by

clicking the Edit Account Settings link within the My Account section, however, we may still possess and maintain records that do not reflect any updates that you provide in this manner.

If you have questions or concerns about our information practices, please contact us using the information in the “Contacting Us” section of the Privacy Policy, below.

#### Jurisdiction-Specific Consumer Rights Requests

**Access to personal information:** In some jurisdictions, you have the right to request access to your personal information. In these cases, we will comply, subject to any relevant legal requirements and exemptions, including identity verification procedures. Before providing information to you, we will ask for proof of identity and sufficient information about your interaction with us so that we can locate any relevant information. We may also charge you a fee for providing you with a copy of your information (except where this is not permissible under local law).

**Correction and deletion of personal information:** In some jurisdictions, you have the right to correct or amend your personal information if it is inaccurate or requires updating. You may also have the right to request deletion of your personal information. Please note that such a request could be refused because your personal information is required to provide you with the services you requested (e.g., to send an invoice to your email address), or because it is required by the applicable law.

**Marketing preferences:** If you have provided us with your contact information, we may, subject to any applicable Spam Act or similar regulation, contact you via e-mail, postal mail or telephone about Sur La Table services that may be of interest to you.

You can also request changes to your account and marketing preferences by emailing Sur La Table at [customerservice@surlatable.com](mailto:customerservice@surlatable.com).

*California Shine the Light Law:* California Civil Code Section 1798.83 permits users who are California residents to obtain from us once a year, free of charge, a list of third parties to whom we have disclosed personal information (if any) for direct marketing purposes in the preceding calendar year. If you are a California resident and you wish to make such a request, please send an e-mail with “California Privacy Rights” in the subject line to [customerservice@surlatable.com](mailto:customerservice@surlatable.com) or write us at: Customer Service, Sur La Table, PO Box 840, Brownsburg, IN 46112

#### HOW WE PROTECT AND STORE INFORMATION

Sur La Table uses physical, electronic, and procedural safeguards intended to protect Personal Information. However, since no security system is impenetrable, we cannot guarantee the security of Personal Information or Browsing Information. In addition, any information you include in a product review or post to any message board, discussion group, or other public posting area on the Site is available to anyone with Internet access.

If you create an account on the Site, you may be asked to choose a password for your account, which can be used to access information associated with your account (including Personal Information). You should choose a password that is not easy to guess. Do not Process your password to any other person. You are responsible for maintaining the confidentiality of your password and account, and we will attribute activities that occur using your account information (e.g., through the use of your password) to you. If you suspect that your password has been compromised, change it immediately, or contact us at [customerservice@surlatable.com](mailto:customerservice@surlatable.com).

We retain information for as long as necessary to fulfill the purposes for which you provided the information, to comply with law legal obligations, to resolve disputes, to enforce agreements and similar essential purposes.

#### LINKS TO OTHER SITES

The Site contains links to Third Party Services, such as Social Media, that are not operated by us. When you click these links, you are navigating away from the Site. A link to a Third Party Service does not mean that we endorse it or the quality or accuracy of information presented on it. If you decide to visit a Third Party Service, you are subject to its privacy practices and policies, not ours. This Privacy Policy does not apply to any Personal Information that you provide to these other websites and services.

We also may from time to time offer services that are co-branded (i.e., operated in partnership with an unaffiliated business). We and our co-branding partner may collect Personal Information on co-branded websites or services. Our processing of your Personal Information is subject to this Privacy Policy but the processing of your Personal Information by a co-branding partner is subject to its privacy policy and practices, not ours.

## CHILDREN'S PRIVACY AND NOTE TO PARENTS AND GUARDIANS

### SERVICES ARE NOT INTENDED FOR CHILDREN

We do not knowingly collect personal information about children under 13 years of age. If we become aware that we have unknowingly collected Personal Information from a child under the age of 13, we will make commercially reasonable efforts to delete such information from our database. If you are a parent or guardian of a child under the age of 13, and you believe that your child has provided us with personal information, please contact us using the information in the "Contacting Us" section at the end of this Privacy Policy.

*California Minors:* While the Site is not intended for anyone under the age of 18, if you are a California resident who is under age 18 and you are unable to remove publicly-available content that you have submitted to us, you may request removal by contacting us at: [customerservice@surlatable.com](mailto:customerservice@surlatable.com). When requesting removal, you must be specific about the information you want removed and provide us with specific information, such as the URL for each page where the information was entered, so that we can find it. We are not required to remove any content or information that: (1) federal or state law requires us or a third party to maintain; (2) was not posted by you; (3) is anonymized so that you cannot be identified; (4) you don't follow our instructions for removing or requesting removal; or (5) you received compensation or other consideration for providing the content or information. Removal of your content or information from the Site does not ensure complete or comprehensive removal of that content or information from our systems or the systems of our service providers. We are not required to delete the content or information posted by you; our obligations under California law are satisfied so long as we anonymize the content or information or render it invisible to other users and the public.

### NOTICE TO CALIFORNIA RESIDENTS

California Code Section 1798.83 permits individual California residents to opt-out of our disclosure of Personal Information to third parties for their direct marketing purposes. You may choose to opt-out of the sharing of your Personal Information with third parties for marketing purposes at any time by submitting a request in writing to our contact address below or by sending us an email to [customerservice@surlatable.com](mailto:customerservice@surlatable.com). Please note that this opt-out does not prohibit disclosure made for non-marketing purposes. California law also permits residents of California to request and obtain from us once per year, free of charge, a list of the third parties (if any) to whom we have disclosed personal information for their direct marketing purposes in the prior calendar year, as well as the type of Personal Information disclosed to those third parties. If you are a California resident and would like to request this information, please submit your request by email to [customerservice@surlatable.com](mailto:customerservice@surlatable.com) or by writing to the contact address below. The email's subject line or the mailing envelope must include the phrase "California Privacy Rights." The body of the email or letter also must include "California Privacy Rights," as well as your email address (if you wish to receive a response via email) or street address, city, state, zip code (if you wish to receive a response via mail). We will not accept requests via telephone or facsimile.

If you are a California resident under age 18 and are a registered user of any of the Site, then you may request that we remove any content that you publicly posted on the Site. To request removal of your content, please send an email with a detailed description of the specific content to [customerservice@surlatable.com](mailto:customerservice@surlatable.com). We reserve the right to request that you provide information that will enable us to confirm that the content that you want removed was created and posted by you.

We will make a good faith effort to delete or remove your content from public view as soon as reasonably practicable. Please note, however, that your request that we delete your content does not ensure complete or comprehensive removal of your content. Your content may remain on backup media, cached or otherwise retained by us for administrative or legal purposes or your content may remain publicly available if you or someone else has forwarded or re-posted your content on another website or service prior to its deletion. We also may be required by law to not remove or allow removal of your content.



### Information We Collect

Our Site collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“personal information”). In particular, the Site collects or may have collected the following categories of personal information in the last twelve (12) months. We obtain the categories of personal information as described below and in the “How We Collect Information” section above.

We may collect the following categories of personal information:

- Identifiers. Such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, or other similar identifiers.
- Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). Such as name, signature, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.
- Commercial information. Information about your transactions with us, such as your order details and any other information we need to provide our services, such as payment information and order history.
- Internet or other similar network activity. Such as browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.
- Geolocation information. Such as physical location or movements.
- Professional or employment-related information. Such as current or past job history or performance evaluations.

### Use of Personal Information

We may use or disclose the personal information we collect for one or more of the business purposes indicated in the “How We Process Information” section above.

We 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.

### Sharing Personal Information

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract. We share your personal information with the categories of third parties listed in the “How We Share Information” section above.

In the preceding twelve (12) months, we have disclosed the following categories of personal information for a business purpose:

- Identifiers;
- California Customer Records personal information categories;
- Commercial information;
- Internet or other similar network activity;
- Geolocation information; and
- Professional or employment-related information.

We do not sell personal information. In the event that we do sell any personal information, we will update this Privacy Policy to list the categories of consumers’ personal information sold.

## Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### *Right to Access Specific Information and Data Portability Right*

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we disclosed your personal information for a business purpose, the business purpose for which personal information was disclosed, and the personal information categories that each category of recipient obtained.

### *Right to Delete*

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

### *Exercising Your Rights*

To exercise the access, data portability and deletion rights described above, please submit a verifiable consumer request to us by either:

Calling us at: 800-243-0852

Emailing us at: [customerservice@surlatable.com](mailto:customerservice@surlatable.com)

Mailing us at: Customer Service, Sur La Table, PO Box 840, Brownsburg, IN 46112

For submissions via email, please complete and send us a completed copy of this [Verifiable Consumer Request Form](#).

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information.

You may only make such a request for access or data portability twice within a 12-month period. The verifiable consumer request must provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative, and 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 the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response electronically. Any disclosures we provide will only cover the 12-month period preceding the receipt of the verifiable consumer request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, 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.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### *Non-Discrimination*

We will not discriminate against you for exercising any of your CCPA rights.

#### UPDATES TO THIS PRIVACY POLICY

We reserve the right to update this Privacy Policy from time to time. When we do, we will revise the "Effective Date" at the top of this Privacy Policy. We encourage you to check this page periodically for any updates. If we make material changes to the way we use Personal Information, we will post a notice about the changes prominently in the Site. Your continued use of the Site after the Effective Date constitutes your acceptance of the amended Privacy Policy. The amended Privacy Policy supersedes all previous versions.

#### GOVERNING LAW; VISITORS RESIDING OUTSIDE THE UNITED STATES

This Privacy Policy and the privacy practices of our Site and Sur La Table are governed solely under the laws of the State of Washington (in the United States of America), without regard to its conflict of law principles and are binding upon the parties hereto in the United States and worldwide. You and we agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the interpretation or construction of this Privacy Policy or any other terms related to your use of the Site.

For those who use our Site and reside outside the United States are responsible for compliance with local laws. If you reside outside of the United States, by using our Site, you consent to the collection, transfer, storage, processing and use of your personal information in the United States of America in accordance with this Privacy Policy.

#### LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF USE OR DAMAGE TO REAL, TANGIBLE OR INTANGIBLE PROPERTY ARISING FROM OR RELATED TO YOUR USE OF THE SITE.

YOU AGREE THAT OUR MAXIMUM LIABILITY TO YOU ARISING FROM YOUR USE OF THE SITE IS LIMITED TO THE GREATER OF THE TOTAL AMOUNT PAID BY YOU TO US THROUGH THE SITE DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY AND \$1,000.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR DAMAGES. ACCORDINGLY, THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY IN THEIR ENTIRETY TO YOU. YOU UNDERSTAND AND AGREE, HOWEVER, THAT OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

You acknowledge and agree that the above limitations of liability, together with the other provisions regarding your use of the Site that limit liability, are essential terms and that we would not be willing to grant you the right to sue the Site but for your agreement to the above limitations of liability.

#### CONTACTING US

If you have any remaining questions about how we treat your privacy, just let us know. You can contact us by:

Calling us at: 800-243-0852

Emailing us at: [customerservice@surlatable.com](mailto:customerservice@surlatable.com)

Mailing us at: Customer Service, Sur La Table, PO Box 840, Brownsburg, IN 46112

## LEGAL

### TERMS OF USE

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[www.surlatable.com](http://www.surlatable.com) is not liable for any damages related in any way to your use of or inability to access this site.

This site may contain errors.

We cannot guarantee that this website is free of viruses or other harmful elements.

You are responsible for any costs associated with servicing your equipment as a result of using this site.

Use is completely at your own risk.

Sur La Table makes every effort to present complete and current information regarding our company and the products we carry. We apologize for any errors, but we make no warranties, express or implied, regarding accuracy - at times, the available images do not accurately depict the product. Any incomplete information, typographical errors or inaccuracies are unintended. We reserve the right to correct or update information at any time, without prior notice.

Discontinued or currently unavailable merchandise may be removed from the site. If such merchandise is not removed and we cannot provide it, we will try to locate the product at one of our retail locations or assist you in making an alternate selection, but cannot guarantee our success. If you are unable to locate a product, a service or the information that you recall from a previous visit, please send us an email and we will make every effort to assist you.

While under no obligation to do so, we do attempt to respond to questions and comments submitted via e-mail. Although we value our customers' feedback, please do not submit any proprietary information, suggestions or materials via e-mail or our website. We are not obligated to compensate you for such submissions, which will become the property of Sur La Table. By submitting such materials, you release your proprietary, intellectual property and all other rights.

Material which violates or infringes upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct constituting a criminal offense, gives rise to civil liability or otherwise violates any law will not be posted on or transmitted via our website. We will not permit any conduct that, in Sur La Table's judgment, restricts or inhibits others from using or enjoying our website.

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#### KIDS

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