

Wacom Technology Corporation Privacy Policy

Last Updated: April 15th, 2023

California Privacy

In 2018, the state of California enacted the California Consumer Privacy Act, and amended it in 2020 under the California Privacy Rights Act (collectively, "CCPA"), which affords certain rights for California residents. This section specifically addresses the rights of California residents under the CCPA.

- *A. Collection Categories*

As explained above in Sections 4 and 5, we collect a variety of categories of information, including sensitive personal information, in connection with providing the Services. We explain these categories again, specifically in the context of the CCPA. In providing the Services, we collect the following categories of personal information: an individual consumer's name, postal or mailing address, Internet Protocol (IP) address, unique personal identifier or online identifier, email address, account name, telephone number, bank account number, credit card number, debit card number, or other financial account information provided. The criteria we use to determine the retention period for each of the above categories of personal information are found in Section 12 of this Policy.

- *B. Information Sources*

As explained above, we collect personal information from consumers themselves, directly via our website, interactions with our company personnel, and through social media, and, in some cases, from service providers such as payment processors.

- *C. Personal Information Use and Sharing for Business Purposes*

As explained in greater detail above in Section 6, we use personal information collected for a wide variety of business purposes:

- to provide and manage the Services, ensure the quality and security of the Services, communicate with consumers about our Services, and fulfill any contractual obligations we have with consumers;
- to facilitate the establishment and use of consumer's individual Wacom accounts they create for themselves. personal information to verify your identity and manage access to your Wacom account;
- to facilitate your participation on our online forums such as user groups and bulletin boards or in live or online events such as training seminars or conferences;
- for analytics purposes and to operate, maintain and improve the Services;
- to market the Services and gather additional information regarding the Services;
- to create new products and services;
- to protect, investigate, and deter against fraudulent, unauthorized, or illegal activity on or relating to our Services; and
- when necessary, to meet legal requirements, such as legally mandated reporting, subpoenas, court orders, or other legal process requirements.

We disclose your personal information only for a business purpose or purposes to the following categories of third parties:

- Service providers, as explained in Sections 4, 5, 6, and 8, above, and with Affiliates.

- *D. Sales of Personal Information*

Under the CCPA, "sell," "selling," "sale," or "sold," means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal information by the business to a third party for monetary or other valuable consideration. We do not sell your personal information.

- *E. Sharing of Personal Information*

Under the CCPA “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 by the business 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. We share your personal information with the companies that provide cookies and similar technologies used in our website to help present targeted ads on other websites based on your activity on our sites and third party sites.

To notify us of your desire for us not share your personal information, click the link below and adjust your [cookie preferences](#):

[DO NOT SHARE MY PERSONAL INFORMATION](#)

You can also adjust your cookie preferences on our website by clicking on the “COOKIE PREFERENCES” link at the bottom of the homepage. You can also disable the use of cookies via your browser, but please note that our website may no longer work properly if you disable cookies. For more information on our use of cookies, please review our Cookie Notice at <https://www.wacom.com/en-us/cookie-notice>.

If you believe you have questions about your request through this webform or want to make a request that you believe the webform does not address, please contact us and submit your request by emailing us at privacy-wtc@wacom.com or calling toll free at 1-855-669-2266.

- *F. Your California Rights and Choices*

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

i. Access to Specific Information.

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 12 months. Once we

receive and confirm your verifiable consumer request (see Exercising Consumer Rights, below), 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 (if applicable) 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.
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - o sales, identifying the personal information categories that each category of recipient purchased; and
 - o disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Under the CCPA, you also may request that we disclose certain information to you about our collection and use of your personal information beyond the past 12 months. Wacom, however, may decline to provide you that information if doing so would require a disproportionate effort on our part.

ii. Deletion and Correction Request Rights

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

In the absence of a verifiable consumer request from you, we will retain your personal information in accordance with the criteria in Section 12 of this Policy before automatically deleting (and directing our service providers to delete) it.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. The Right to Opt-Out – The Right to Opt Out of Sharing of Personal Information

You have the right to opt out of any sharing of your information to a third party, i.e., to prevent a transfer of information to a third party that is not restricted in certain ways from making use of the information. As we explained above, some of the companies that provide cookies and similar technology might use Usage Information for targeted advertising information based on individual internet

activity and interests, including potentially the sharing of information with others. You can exercise your right to opt out of the sharing of your information by clicking on the link below and adjusting your [cooking preferences](#).

DO NOT SHARE MY PERSONAL INFORMATION

iv. Exercising Consumer Rights

To exercise the rights described above, please submit a verifiable consumer request to us by one of the following methods:

- Emailing us at privacy-wtc@wacom.com;
- Calling us toll free at 1-855-669-2266; or
- Submitting a request through our webform accessible [here](#).

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 also make a verifiable consumer request on behalf of your minor child. You may only make a verifiable consumer request for access or data portability twice within a 12-month period.

To verify the identity of an individual making a request, a two-step process will need to be completed. A verifiable consumer request must:

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.
- Separately provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

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.

iv. Response Timing and Format

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time, 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.

Unless otherwise requested, any disclosures we provide will cover only the 12-month period preceding the verifiable consumer request's receipt. 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.

- *F. Non-Discrimination*

We will not discriminate against you for exercising your CCPA rights. Unless permitted by the CCPA, we will not:

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

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in

a financial incentive program requires your prior opt in consent, which you may revoke at any time. However, we do not currently provide any financial incentives.

- *G. Shine the Light Disclosure*

We have not shared any personal information with other companies for their direct marketing use within the immediately preceding calendar year. Accordingly, California's "Shine the Light" law, Cal. Civil Code § 1798.83 to § 1798.84, does not apply to us and we have not established any mechanism for you to request information on our sharing of information for third parties' marketing purposes.

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