In general, any transfer or disclosure of personal information about a California consumer to a third party in exchange for consideration, regardless of whether money is exchanged, would qualify as a “sale” under CCPA.

**What is “selling” under the California Consumer Privacy Act?**

**Do you disclose that Personal Information?**
- At a consumer’s direction?
- To alert third party that consumer has submitted an opt-out request for sale of their Personal Information?
- As part of a merger, acquisition, bankruptcy, or other transaction which third party assumes control of all or part of the Business?
- To comply with a legal obligation?
- To a Service Provider subject to:
  - Contractual restrictions that prohibit “retaining, using, or disclosing” Personal Information for any purpose other than “for the specific purpose of performing the services specified in the contract;”
  - A certification made by Service Provider that it understands its contractual restrictions; and
  - Your company has provided sufficient notice to consumers about the sharing arrangement with Service Provider.

**Valuable consideration** is a broad term that may include development, enhancement, modification, or improvement of technologies, tools, methodologies, services, and offerings, or for development or performance of data analysis or other insight-generation beyond the contracted business service.

**STOP:** Your entity does not sell Personal Information under CCPA.

**STOP:** Your entity sells Personal Information under CCPA.

**NO, then disclosure is not covered by Service Provider exception, even if made to vendor acting as a third party.**