

## Smart Care End User License Agreement

*BY USING THE APPLICATION AND/OR THE SOFTWARE, YOU INDICATE YOUR AGREEMENT WITH THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE END USER LICENSE AGREEMENT and THE TERMS AND CONDITIONS, (hereinafter called the “Terms and Conditions”), DO NOT USE THE APPLICATION AND/OR THE SOFTWARE.*

### Definitions

The following terms will have the meaning ascribed to them in this Terms and Conditions:

“The Company”: to Essence SmartCare Ltd.

“The System”: related social alarm product(s) and monitoring applications, products and solutions for home or any control systems or any part thereof.

“Device”: A mobile phone, personal computer, tablet or any other device or any other application interface that you own and/or use and/or hold and/or control, which may enable access to third-party services and applications.

“Service Provider”: the entity (not being the Company) that provides services and/or call-center services and/or other services through the System and enables you to use the Application.

“Monitored Party”: the third party whose activities of daily living are being monitored.

The Company provides a user interface application (including any updates and/or upgrades and/or patches thereto) subject always to the terms hereto for monitoring and/or controlling the System via your Device(s) (hereinafter, respectively, the “Application”). By downloading the Application, installing or using the Application or any part thereof, you irrevocably agree to the following terms and conditions in this Terms and Conditions.

Certain information about you or otherwise is subject to the Privacy Policy; for more information, see the full Privacy Policy at **ADDENDUM A**.

### Article I – SCOPE OF USE

1. The Company grants you non-exclusive, non-transferable, non-sub-licensable, non-assignable, limited right to use the Application solely and exclusively for your personal use via your Device(s) license for the intended purpose of monitoring the consenting Monitored Party for a limited time period as specified herein below (the “**License**”). For the avoidance of doubt, the License allows you to install and use the Application on several Devices provided that such are owned at all times solely by you;
2. You agree that you shall be solely responsible for (and that the Company has no responsibility to you or to any third party) the use of the Application, for any breach of the obligations under the Terms and Conditions, and for the consequences



(including any loss or damage which the Company and/or you and/or any third party may suffer and/or incur) as a result of any such breach.

3. As a condition to using the Application, you agree that certain updates, upgrades and/or patches to the Application may be automatically received and installed on your Device(s) from time to time.
4. As a condition to using the Application, you agree that you will receive certain messages from the Company and/or the Service Provider and/or the System, including notifications sent from the System to your Device(s); modifications, improvements and patches of the Application; information with respect to the Company's other products; personalized information, including advertisements, from third parties, unless you elect not to receive such third party contents ("opt out"); and such other messages as the Company believes may be to your benefit or interest from time to time.

## **Article II – PROPRIETARY RIGHTS**

1. You hereby agree and acknowledge that (a) the Application contains Intellectual Property Rights as well as other proprietary and confidential information that is protected by applicable intellectual property and other laws, and (b) The Company owns all rights, title and interest in and to the Application and content, including without limitation upgrade, modification thereto including without limitation all Intellectual Property Rights therein and thereto. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You agree that you will not, and will not allow any third party to, (1) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Application or content that may be presented or accessed through the Application for any purpose, without the express written consent of the Company, (2) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Application, (3) use the Application to access, copy, transfer or retransmit content in violation of any law or third party rights, or (4) remove, obscure, or alter the Company's copyright notices, trademarks, logos or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Application.
2. **USERNAME AND PASSWORD:** In order to access and use the Application you must obtain a valid username and password. You are solely responsible for maintaining the confidentiality of your username and password. For security reasons and to avoid unauthorized access, you are required to logout in an orderly manner from the Application at the end of each session. In any case, the Company shall not be liable

for any damage or loss of any kind or nature incurred and/or suffered by you and/or by any third party as a result of the Application being accessed and/or used by unauthorized user/s.

3. **TERMINATION:** The License is effective until terminated by the Company for any reason whatsoever (including without limitation in case that the agreement between the Company and the Service Provider expires or terminates for any reason), and will terminate automatically without notice from the Company if you fail to comply with any Terms and Conditions; in any such event the Company may block you from using and/or accessing the Application and you shall not have any claim against the Company in connection with such restriction.

### **Article III – DISCLAIMER OF WARRANTIES**

1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR PERFORMED OR PROVIDED BY THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED. THE COMPANY DOES NOT WARRANT THAT THE APPLICATION SHALL BE COMPATIBLE WITH EACH WEB BROWSER (AND EACH VERSION THEREOF) AND YOU ARE SOLELY RESPONSIBLE FOR OBTAINING A BROWSER SUPPORTING THE APPLICATION FROM YOUR APPLICABLE PROVIDER. USAGE OF THE APPLICATION MAY REQUIRE DOWNLOADING AND INSTALLING A THIRD PARTY SOFTWARE (E.G., PDF VIEWER APPLICATION) AND YOU ARE SOLELY RESPONSIBLE FOR OBTAINING SUCH THIRD PARTY SOFTWARE, WITH COMPANY ASSUMING NO LIABILITY WHATSOEVER IN CONNECTION WITH SUCH SOFTWARE INCLUDING ITS AVAILABILITY (OR LACK THEREOF), PERFORMANCE, COST, OR ANY RESULTS CAUSED BY THE OPERATION OF SUCH SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY, OTHER THAN

SUCH AS EXPLICITLY SET FORTH IN WRITING IN THESE TERMS AND CONDITIONS. SHOULD THE APPLICATION PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

2. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE(S), OR LOSS OF DATA THAT RESULTS FROM USING THE APPLICATION.
3. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY CANNOT ASSURE AND TAKES NO RESPONSIBILITY THAT SOME OR ALL OF THE INFORMATION SENT VIA THE APPLICATION WILL BE SENT AND/OR REACH THE INTENDED RECIPIENT AND/OR NOT BE SENT AND/OR NOT REACH OTHER THIRD PARTIES, IN WHICH CASE THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE AND/OR LOSS OF ANY KIND OR NATURE INCURRED AND/OR SUFFERED BY YOU AND/OR BY ANY THIRD PARTY AS A RESULT THEREOF.
4. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY CANNOT ASSURE AND TAKES NO RESPONSIBILITY THAT THE APPLICATION WILL SUCCESSFULLY PROVIDE NOTICES TO YOUR DEVICE OR TO YOUR SERVICE PROVIDER, NOR THAT THE SYSTEM AND/OR ANY PART OF THE SYSTEM WILL SUCCESSFULLY TRIGGER NOTICES OR OTHERWISE WILL CONFORM OR OPERATE, IN WHICH CASE THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE AND/OR LOSS OF ANY KIND OR NATURE INCURRED AND/OR SUFFERED BY YOU AND/OR BY ANY THIRD PARTY AS A RESULT THEREOF.
5. YOU EXPRESSLY DECLARE: THAT YOU HAVE RECEIVED THE MONITORED PARTY'S PRIOR WRITTEN CONSENT TO VIEW AND/OR MONITOR THE SYSTEM INFORMATION AS DEFINED HEREIN; THAT YOU WILL TREAT THE SYSTEM INFORMATION WITH THE UPMOST DISCRETION; AND, THAT YOU WILL NOT STORE AND/OR SHARE AND/OR PUBLISH THE SYSTEM INFORMATION OR ANY PART THEREOF. YOU UNDERSTAND AND AGREE THAT THE INFORMATION GATHERED AND/OR STORED BY THE SYSTEM OR THE APPLICATION (THE "INFORMATION") (INCLUDING BUT NOT LIMITED TO VIDEO SEGMENTS FILMED AND/OR STORED AND OR GATHERED BY THE SYSTEM (THE "VIDEO SEGMENTS") (THE "INFORMATION" AND THE "VIDEO SEGMENTS" COLLECTIVELY TOGETHER: THE "SYSTEM INFORMATION") IS STORED ON THE COMPANY'S AND/OR THE SERVICE PROVIDER SERVERS. THE SYSTEM INFORMATION INCLUDING THE VIDEO SEGMENTS IS THE SOLE PROPERTY OF THE COMPANY AND/OR THE SERVICE PROVIDER IN ACCORDANCE WITH THE AGREEMENTS BETWEEN THE COMPANY AND THE SERVICE PROVIDER. THE COMPANY SHALL HAVE ACCESS TO ALL OF THE SYSTEM INFORMATION AT COMPANY'S SOLE DISCRETION AND SHALL, FROM TIME TO TIME, AT THE REQUEST OF THE SERVICE PROVIDER FOR SUPPORT, MAINTENANCE, SYSTEM UPGRADES OR MODIFICATIONS AND ALIKE, REVIEW THE VIDEO SEGMENTS. COMPANY SHALL NOT LET OTHER



PARTIES (OTHER THAN THE SERVICE PROVIDER) REVIEW THE VIDEO SEGMENTS, WITHOUT YOUR OR THE MONITORED PARTY'S PRIOR CONSENT, EXCLUDING DISCLOSURE THAT IS REQUIRED BY LAW, REGULATION OR ORDER OF A COMPETENT AUTHORITY.

6. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY CANNOT ASSURE AND TAKES NO RESPONSIBILITY FOR MEASURES TAKEN AND/OR NOT TAKEN BY YOUR SERVICE PROVIDER IN ORDER TO PROTECT THE SYSTEM INFORMATION, AND IN NO CASE WILL THE COMPANY BE LIABLE FOR ANY DAMAGE AND/OR LOSS OF ANY KIND OR NATURE INCURRED AND/OR SUFFERED BY YOU AND/OR THE MONITORED PARTY AND/OR BY ANY THIRD PARTY IN CASE THE SYSTEM INFORMATION GATHERED AND/OR STORED BY YOUR SERVICE PROVIDER IS EXPOSED TO THIRD PARTIES.
7. YOU EXPRESSLY UNDERSTAND AND AGREE THAT ALTHOUGH THE COMPANY WILL TAKE REASONABLE MEASURES IN ORDER TO PROTECT THE SYSTEM INFORMATION STORED ON THE COMPANY'S SERVERS AND PREVENT PENETRATION OF THE COMPANY'S SERVERS BY THIRD PARTIES, THERE IS A POSSIBILITY THAT SOME OR ALL OF THE SYSTEM INFORMATION MAY, FOR WHATEVER REASON, WITHOUT THE COMPANY'S AND/OR YOUR SERVICE PROVIDER'S CONSENT, BE EXPOSED TO THIRD PARTIES, IN WHICH CASE THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE AND/OR LOSS OF ANY KIND OR NATURE INCURRED AND/OR SUFFERED BY YOU AND/OR THE MONITORED PARTY AND/OR BY ANY THIRD PARTY AS A RESULT THEREOF.
8. YOU EXPLICITLY ACKNOWLEDGE THAT THE APPLICATION: (I) ENABLES AND PROVIDES THE TRACKING AND MONITORING ITS USERS', AS WELL AS THIRD PARTIES' ACTIVITIES, INCLUDING WITHOUT LIMITATION, THEIR WHEREABOUTS, DAILY ACTIVITIES AND HABITS, WHETHER BY VISUAL OR BY OTHER TYPES OF METHODS (THE "DATA"); (II) ENABLES AND PROVIDES THE ABILITY TO COLLECT AND COMPILE, AND ANALYZE THE DATA; (III) MAY FACILITATE, ENABLE OR OTHERWISE ASSIST GENERATION OF FILES CONTAINING THE DATA; (IV) ENABLE AND ALLOW FURTHER USES AND ACTIVITIES FOR WHICH YOU WERE ADVISED AND MADE AWARE OF BY THE COMPANY OR THE SERVICE PROVIDER OR BY ANY OTHER MEANS BECOME AWARE OF FROM TIME TO TIME.
9. i. YOU EXPLICITLY ACKNOWLEDGE THAT USE OF THE APPLICATION MAY VIOLATE OR INFRINGE UPON YOUR AND/OR THIRD PARTIES RIGHTS (INCLUDING THE MONITORED PARTY), INCLUDING WITHOUT LIMITATION THE RIGHT FOR PRIVACY.
10. YOU EXPLICITLY ACKNOWLEDGE THAT THE APPLICATION IS NOT A MEDICAL OR LIFESAVING DEVICE, PRODUCT OR SERVICE; DOES NOT PROVIDE ANY MEDICAL, LIFE SAVING OR OTHERWISE PREEMPTIVE MEASURE AGAINST



INJURY OR OTHERWISE BODILY HARM OR DEATH; NOR ASSUME IN ANY WAY TO REPLACE OR BE IN LIEU OF ANY SUCH.

11. IN ADDITION TO AND WITHOUT DEROGATING FROM ANY AND ALL OTHER LIMITATION OF LIABILITY PROVISIONS HEREIN, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, COLLATERAL, SPECIAL, THIRDPARTY, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND. EXCLUDED DAMAGES OR LOSSES INCLUDE, BUT ARE NOT LIMITED TO, BODILY INJURY AND/OR DEATH, COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF THE APPLICATION, OR OTHERWISE ARISING OUT OF, OR IN CONNECTION WITH, THESE TERMS AND CONDITIONS, WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

#### **Article IV – SYSTEM AND SERVICE LIMITATIONS**

1. The Application is designed to provide information regarding the Monitored Party and related and/or additional activities and as such may be provided from time to time. Company shall have no responsibility for failure of data transmission, corruption or unauthorized access.
2. You are responsible for supplying high speed Internet access. Company does not provide Internet service; maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply. As long as the Service Provider makes payments to the Company for remote access for your use of the Application as well as to the System, Company will authorize your access. Company is not responsible for your access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by you for the Application and the access of the System. You acknowledge that the System can be non-functional or compromised if the Internet codes or devices used for access are lost or accessed by others and Company shall have no liability for such third party unauthorized access. Company is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is your responsibility to secure access to the system with pass codes and lock outs.
3. The Application is designed to utilize your enabled cellular Device to access the System. The Device will work only in areas where the cellular service has coverage and Company has no control over such coverage. Company is authorized to record and maintain audio transmissions, data and communications, and shall be the exclusive owner of such property. You are responsible for all permits and permit





fees, if any, and agree to file for and maintain any permits required by applicable law and indemnify or reimburse Company for any fines relating to permits. Should Company be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by this Terms and Conditions you agree to pay Company for such service or material. Company does not monitor signals and communications received by or from your enabled cellular device excluding information regarding login/ logout from the Application and all Application usage.

4. You acknowledge that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of Company and are not maintained by Company and Company shall not be responsible for any failure which prevents transmission signals from reaching your Internet enabled Device or damages arising therefrom, or for data corruption, theft or viruses to your Internet enabled Device.

#### **Article V – INDEMNITY**

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless the Company, its affiliates and their respective directors, officers, employees, representatives and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) arising out of or accruing from your use of the Application, including your downloading, installation, or use of the Application, or your violation of the Terms and Conditions.

#### **Article VI – MODIFICATION**

The Company reserves the right to modify without prior notice the Application, and the Terms and Conditions governing its use, at any time, including but not limited to charge fees in order to access and/or use the Application. The Company also reserves the right to terminate any or part of the Application or any use thereof at any time on its sole discretion without prior notice.

#### **Article VII – LICENSE CHANGES**

1. The Company reserves the right to update and change, from time to time, these Terms and Conditions and all documents incorporated by reference. At all times, you can find the most recent version of the Terms & Conditions on the Company's website or request a copy from Company's support team. Use of the Application after such change constitutes acceptance of such changes.
2. This Terms and Conditions, and any new versions, between the Company and you, cover all your use of the Application, including, without limitation, the Application. You can accept this Terms & Conditions by clicking on such acceptance buttons or links as may be designated by the Company. If you disagree with any of the terms below, the Company does not grant you a license to use the Application.

## **Article VIII – MISCELLANEOUS**

1. Your contractual relationship with your Service Provider and/or other third parties, including payment, delivery of goods or services, and any other terms, conditions, privacy policies, warranties or representations associated with such dealings, are solely between you and such provider and/or third party. You agree that the Company will not be responsible or liable for any loss and/or damage of any kind or nature incurred and/or suffered by you and/or any third party as a result of the presence of such provider and/or third parties on the Application.
2. These Terms and Conditions constitute the entire agreement and understanding between you and the Company relating to the Application and govern your use of the Application, and completely replace and supersede any prior or contemporaneous agreements between you and the Company regarding the Application.
3. The failure of the Company to exercise or enforce any right or provision of these Terms and Conditions does not constitute a waiver of such right or provision, which will still be available to the Company.
4. The provisions of these Terms and Conditions are independent of and severable from each other. If any provision is found to be invalid or unenforceable for any reason, that provision shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified or eliminated, the remainder of these Terms and Conditions shall continue in full force and effect as if these Terms and Conditions had been signed with the invalid portion so modified or eliminated.
5. These Terms and Conditions and your limited relationship which is only specified herein with the Company under these Terms and Conditions will be governed by the laws of the State of Israel without regard to its conflict of laws' provisions. You and the Company agree to submit to the exclusive jurisdiction of the courts located within the Tel-Aviv district, Israel, to resolve any legal matter arising from these Terms and Conditions.

## **ADDENDUM A – PRIVACY POLICY**

Company is providing this Privacy Policy to inform you of our policies and procedures regarding the collection, use and disclosure of information we receive when you do either of the following:

All terms shall have the same meaning as defined in the Terms and Conditions to which this Addendum A is part hereof.

You visit the Company website (the “**Site**”) or the Service Provider's website.

By downloading or using the Application or by entering the Site, you fully understand and unambiguously consent to the collection and processing of such information and to the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy, you must not use the Application or Site.

This Privacy Policy may be amended or updated from time to time. If we make any material changes to this Privacy Policy, Service Provider shall update you of these changes. Our



website will reflect changes in the Privacy Policy as well and you are advised to consult this Privacy Policy regularly for any changes.

### **Information Collection**

#### **Personally Identifiable Information**

In the course of using the Application, we might ask you to provide us with certain personally identifiable information that can be used to contact or identify you (“Personal Information”). Personal Information may include, but is not limited to, your name, country of residence, email address and website address.

#### **Non-Personally Identifiable Information**

When you use the Application (whether such use is performed on the System or a Device, on the Site or on a website of one of our partners or other third parties), we collect information regarding your use of the Application, and information that your browser sends whenever you visit a site or online service, including, without limitation, your computer’s Internet Protocol (IP) address, browser type, the web page you were visiting before, and information for which you search.

When you use a widget or any other tool offered by us, whether on the System or a Device, on the Site or on a third party website, including a website owned or operated by you, we may record data related to that activity, the deployment of the widget or tool, your location and any other account related data.

Like many websites, we use “cookies” to collect information. A cookie is a small data file that we transfer to your computer’s hard disk for record-keeping purposes. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the website you visit. If you do not accept cookies, however, you may not be able to use all portions of the Site or all functionality of the Application.

We may present links in a format that enables us to keep track of whether these links have been followed.

### **Third Party Sites**

This Privacy Policy applies only to the Application functionality on the System or a Device under your control, or on the Site. The Site may include links and references to the websites of others or third-party advertisers. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other websites follow different rules regarding the use or disclosure of the Personal Information that you submit. We encourage you to read the privacy policies and other terms of the other websites. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to such websites. In no event will we be responsible or liable, directly or indirectly, to anyone for any loss or damage arising from such sites, including without limitation for your use of such website and for any information submitted by you, or otherwise collected by such websites.

#### 1. Our Policy towards Children

We do not knowingly collect personally identifiable information from children under the age of 18. If a parent or guardian becomes aware that his or her child has provided us with Personal Information without their consent, he or she should contact us at [info@essence-grp.com](mailto:info@essence-grp.com). If we become aware that a child under 18 has provided us with Personal Information, we will delete such information from our files.

#### 2. Security

We are concerned with safeguarding your information. We employ a variety of safety measures designed to protect your information from unauthorized access and disclosure. However, we cannot guarantee that your personal information or private communications will always remain private and secure.

#### 3. International Processing or Transfer

Your information may be processed or transferred outside of your state, where the privacy laws may not be as protective as those in your jurisdiction.

#### 4. Disclosure

We reserve the right to disclose any information obtained by us, including but not limited to Personal Information and Not Personally Identifiable Information, (i) if required by law or by any governmental authority; or (ii) in case of emergency; or (iii) to a successor entity in connection with a merger, acquisition, bankruptcy or sale of all or substantially all of our assets.

#### 5. Contacting Us

If you have any concerns or questions about this Privacy Policy, please contact us at [info@essence-grp.com](mailto:info@essence-grp.com).