

Emphri Technologies Inc.
(the “Company”)
PRIVACY POLICY

Date Last Modified: 10-08-2025

NAVIGATION

- 1. Introduction**
2. Data Collection
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4. Data Usage
5. List of Third Party Processors And End-User Data Storage Providers

1. INTRODUCTION TO PRIVACY POLICY

The Company is committed to maintaining the confidentiality, integrity and security of any Personal Information (as defined below) about Company's Users. To demonstrate Company's commitment to protecting Your privacy, Company has developed this privacy policy (“**Privacy Policy**”), which describes how Company will collect, use, disclose and protect Your Personal Information through the Product.

a. LICENSE AGREEMENT AND END USER LICENCE AGREEMENT

This Privacy Policy as well as Company's Product Terms of Use (“**License Agreement**”) govern Your access and use of the Product, as owned and operated by Emphri Technologies Inc.(referred to in these Terms as the “**Company**”). Terms capitalized but not defined in this Privacy Policy have the meanings set out in the License Agreement. “**You**”, “**Your**” and “**Yours**” refers to you, the User (as defined in the License Agreement).

b. CONSENT AND AGREEMENT TO BE BOUND

- i. CONSENT PROVIDED BY CONTINUING USE.** By accessing and/or using the Product You agree to all the terms and conditions of this Privacy Policy and the License Agreement and which are incorporated here by reference. If You do not agree to all the terms and conditions of this Privacy Policy and the License Agreement, please do not use the Product.
- ii. YOU MAY ALSO HAVE PROVIDED CONSENT THROUGH THE WEBSITE/PLATFORM.** There are certain types of device data that the Product cannot access without Your consent. The various platforms

that Company serves the Product through will notify You the first time the Product requires permission to access certain types of data and will let You decide to consent to that request. You further agree to abide by all the terms in the License Agreement.

- iii. **CHANGES WILL REQUIRE YOUR CONSENT.** In the case of a material change to the Product as described in the amendment provision set out in the License Agreement, and in accordance with the amendment requirements set out therein, Company will provide written notice to inform You and will obtain consent from You for any new purposes not previously identified.
- iv. **PROVIDING CHANGES TO YOUR CONSENT.** Changes can be submitted by updating Your data in accordance with the user data update and verification provisions set out in the section of this Privacy Policy entitled “3. Data Management”.

c. CONSENT TO COLLECTION AND ANALYSIS OF THE INFORMATION YOU PROVIDE TO US

- i. **SPECIFIC CONSENT TO COLLECTION OF INFORMATION.** By using the Product, You consent to the collection, use and disclosure of Your Personal Information and Personal Health Information by Company in the manner described in this Privacy Policy. You may always opt not to disclose certain Personal Information or Personal Health Information, but which may restrict access to certain features of the Product. For example, Your name, username, password, and email address are necessary to complete the registration process. At any time after registration, You may opt out of most email communication from Company by clicking on the opt-out link at the bottom of Company's emails, or by contacting Company at the contact details listed above. However, Company may still contact You for administrative purposes. Withdrawing consent will not apply to actions the Company has already taken based on Your prior consent.
- ii. **CONSENT TO PROCESS THIRD PARTY DATA YOU SEND TO US IS YOUR RESPONSIBILITY.** Any data sent to the Company for processing by You is considered to be third party data (“**Third Party Data**”). For all Third Party Data, consent required upon collection of third party data shall be obtained by You (“**Third Party Data Consent**”).

iii. **CONSENT TO RECEIVING COMMUNICATIONS FROM US:** When You sign up for an account, You are opting in to receive emails from the Product for administrative or technical issues and You may occasionally receive the Company newsletters.

1. **COMMUNICATIONS IN THE EVENT OF BREACH:** In the unlikely event that Company believes that the security of Your Personal Information or Personal Health Information in Company's possession or control may have been compromised and creates a real risk of significant harm to You, or if Company believes that a notification is appropriate, Company may seek to notify You of that development, pursuant to both Company's desire to keep You informed and Company's legal requirement to do so. If a notification is appropriate, the Company may notify You by the email address registered to Your account. Additional details on a Data Breach can be found in the section of this Privacy Policy entitled "3. Data Management".

2. **WE WILL NOT REQUEST CONFIDENTIAL PERSONAL INFORMATION OR PERSONAL HEALTH INFORMATION:** Company will never send email messages to customers requesting confidential information such as passwords, credit card numbers, or social security or social insurance numbers. Please do not act on any such emails as You may compromise Your Personal Information and Personal Health Information by replying or by following links to a fraudulent website.

d. **AMENDMENTS TO THIS PRIVACY POLICY AND VALIDATION TO CONFIRM COMPLIANCE WITH LAW.** The Company may amend or change this Privacy Policy at its sole discretion at any time, and in accordance with the amendment provisions set out in the License Agreement. The use of the information Company collects at any given point is subject to the Privacy Policy in effect at the time of collection. If Company makes any material changes Company will notify You by email or by means of notice on the Product prior to the change becoming effective. Company will post the most current Privacy Policy on the Product, and Your use of the Product is subject to the most current Privacy Policy as posted on the Product at any time.

- i. **COMPANY'S PERIODIC REVIEW.** Company will perform a periodic and timely review to ensure that Company's Privacy Policy is compliant with Applicable Laws.
- ii. **YOUR PERIODIC REVIEW.** Company encourages You to periodically check Company's Privacy Policy for the latest information on Company's current policy.

e. DISCLAIMER

IF YOU CHOOSE TO ACCESS THE PRODUCT, YOU DO SO AT YOUR OWN RISK, AND ARE RESPONSIBLE FOR COMPLYING WITH ALL LOCAL LAWS, RULES AND REGULATIONS. WE MAY LIMIT THE AVAILABILITY OF THE PRODUCT, IN WHOLE OR IN PART, TO ANY PERSON, GEOGRAPHIC AREA AND/OR JURISDICTION WE CHOOSE, AT ANY TIME AND IN COMPANY'S SOLE DISCRETION. COMPANY'S PRIVACY POLICY DOES NOT COVER THE INFORMATION PRACTICES OF OTHER COMPANIES AND ORGANIZATIONS WHO ADVERTISE COMPANY'S SERVICES, AND WHO MAY USE COOKIES (DEFINED BELOW) AND OTHER TECHNOLOGIES TO SERVE AND OFFER RELEVANT ADVERTISEMENTS. SEE COMPLETE LIMITATION OF LIABILITY PROVISION AND DISCLAIMER, AND PROHIBITED USE REQUIREMENTS CONTAINED IN THE PRODUCT LICENSE.

f. MISCELLANEOUS

If any portion of this Privacy Policy is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Privacy Policy as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Privacy Policy that is unlawful, void or unenforceable shall be stricken from this Privacy Policy. The insertions of headings are for convenient reference only and are not to affect the interpretation of this Privacy Policy.

g. CONTACT INFORMATION

If You have questions or concerns regarding Company's policy or practices, please contact Company's Chief Technology Officer by email at [devs@aiscomp.com]

h. EFFECTIVE DATE.

This Privacy Policy is effective as of the Effective Date as defined in the License Agreement.

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2. COLLECTION OF USER INFORMATION INCLUDING PERSONAL INFORMATION

a. DISCLOSURE OF COLLECTION

Within this section of the Privacy Policy, Company will provide You with notice that Your information is being collected when You first sign in to the Product. In the section of this Privacy Policy entitled “3. Data Management”, Company will be describing the manner in which Your information is managed, and in the section of this Privacy Policy entitled “4. Data Usage”, You will also be notified about the nature for which the data will be used, how Company processes the data, and how Company works with third party service providers who will assist Company to process the data.

b. COLLECTION OF PERSONAL INFORMATION AND PERSONAL HEALTH INFORMATION

When You use the Product, Company stores certain information about Your device and Your activities that You provide to Company and that Company automatically collects, including:

- i. **Registration Information:** Generally, You will be able to access and browse our Website without creating an account. However, the use of some Website features and Products offered by the Company may require You to create an account. When You register for an account, the Company may collect: Your name, email, user ID and password, together with any other contact information You provide us at the time of signing up for the Product form your “**Registration Information.**” You agree and understand that You are responsible for maintaining the confidentiality of your password, which, together with your name, phone number and email address (“**User ID**”), allows You to access the Product. You agree that all Registration Information provided to us will be accurate and up-to-date. You agree to keep

your password secure. We will not be liable if we are unable to retrieve or reset a lost password. If You become aware of any unauthorized use of your password or account, You agree to notify us via email at [support@emphri.com] as soon as possible.

- ii. **TECHNICAL INFORMATION:** technical information about Your device such as the type of device, OS version, location, other browser information (e.g., size, connection speed and connection type);
- iii. **USER PREFERENCES COLLECTED AUTOMATICALLY:** Your User Preferences which Company will collect and determine automatically through Cookies and traffic data as described below. A cookie is a small file containing a string of characters that is sent to your computer when you visit a website. When you visit the website again, the cookie allows the website to recognize your browser. Cookies may store unique identifiers, user preferences and other information. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some website features or services may not function properly without cookies. the Company uses cookies to improve the quality of our Product, including to store user preferences, and track user trends;
- iv. **USER PREFERENCES SUPPLIED BY YOU:** Your user experience preferences and settings (time zone, language, etc.), as well as content and usage preferences (collectively, the “**User Preferences**”);
- v. **CONTENT SUPPLIED BY YOU:** Company collects content that You upload, post, and/or share to Company's Product which includes Company's Social Media Services.

c. **METHODS OF COLLECTION**

We may collect electronic information from You from the following sources:

- i. **COLLECTION OF INFORMATION AT REGISTRATION.** Registration is required if You want to use the Product. As part of this registration, the Company will require that You submit certain information that is relevant to the purposes of the Product;
- ii. **COLLECTION THROUGH SOCIAL MEDIA:** If You are logged into social media websites or applications (such as Facebook, Instagram, Twitter,

among others, and individually and collectively, “**Social Media Services**”) on pages and/or locations that are related to Company's Product, Company may receive information from such Social Media, in which case Company may collect and store information identifying Your account with the Social Media Services. Our Website or Product includes or may include “**Social Media Features**” such as the Facebook “Like” button and “**Widgets**,” such as the “Share” button or interactive mini-programs that run on our Product or Website. These features may collect Your IP address and which page You are visiting on our Website and may set a cookie to enable the Social Media Feature to function properly. Social Media Features and Widgets are either hosted by a third-party or hosted directly on our Site. Your interactions with these Social Media Features are governed by the terms and privacy policy of the company providing it. We do not control, and we are not responsible for the use of your personal information by these third-party sites;

- iii. **COLLECTED THROUGH COMPANY’S COMMUNICATIONS WITH YOU:**
via email or through the Product, through messages or transaction information relating to Your use of the Product, through other End-User-generated content provided to Company in the normal course of Your use of the Product, including but not limited to communications related to registration, evaluations, internal surveys, feedback information, usage information, correspondence with Company through technical support tools and/or email, by and traffic data (as described within this Privacy Policy);
- iv. **COLLECTED AUTOMATICALLY THROUGH ANALYTICS TOOLS:**
Company may collect and store information (including Personal Information and Personal Health Information) locally on Your device using mechanisms such as Product data caches, “**Cookies**” (cookies, pixel tags or other similar technologies which are small data files that are stored on an End-User’s device for record-keeping purposes that track where You travel on the Product and what You look at, on single sessions or cumulated over time. Although Cookies are used by most major Products and are accepted by default by most Products, it may be possible to disable Cookies via Your settings), and through “**traffic data**” which collects the, route and destination of users and information on and through Company's Product, as well as cookies that are stored temporarily on Your device; and

- v. CONNECTED THIRD-PARTY ACCOUNTS.** You can connect your Product to your accounts on third-party services, in which case the Company may collect and store information identifying Your account with the third-party service. The Company may use the information to service your account, for example for pre-authorised debit or credit.

d. PROCESSING OF COLLECTED INFORMATION

In the section of this Privacy Policy entitled “4. Data Usage”, You will also be notified about the nature for which the data will be used, how Company processes the data, and how Company works with third party service providers who will assist Company to process the data.

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3. DATA MANAGEMENT

a. VALIDATION AND CHANGES TO OF COMPANY'S END USER-INFORMATION

- i. **VALIDATION:** Company will validate the Personal Information to the best of its ability. Company will validate Personal Information and Registration Information, wherever possible and any discrepancies discovered shall be corrected.
- ii. **CLIENTS COLLECTING INFORMATION ON BEHALF OF THEIR END-USERS.** In the case that the User's Personal Information is provided to Company by one of Company's clients Company will accept that database as verified and accurate. If Company is collecting the data on behalf of Company's client, Company will work with the Client to ensure that processes will be put in place to ensure that end users are given the chance to review and correct any data issues.
- iii. **REVIEW OF INFORMATION AND INDIVIDUAL ACCESS.** The Company relies on You to ensure that the Personal Information and Registration Information You enter into Company's system is as accurate, complete and up-to-date as necessary for the purposes for which it is to be used. Until the Personal Information Removal Date (as defined below), You may review or update Your Personal Information by submitting a request to review or update Your Personal Information to [support@aiscomp.com] indicating that You are requesting such review or update, subject to the identity verification process set out below, and with the understanding that the Company may make changes to Your Personal Information to meet the technological requirements of Company's networks and media. Unless required to comply by law, Company may reject access or modification requests that are unreasonably repetitive, require disproportionate technical effort, risk the privacy of others, or would be extremely impractical. Where Company can provide information access and correction, and when required by law, Company will do so for free.

iv. **CHANGE REQUESTS MAY REQUIRE IDENTITY VERIFICATION ON YOUR**

PART: When updating Your Personal Information, Company may ask You to verify Your identity before Company can act on Your request.

- v. **TRACKING YOUR PREFERENCES.** Company will capture and manage all End-User and Client privacy preferences. These preferences will be tracked in the database and attached to Your End-User records. If the preferences are changed, the modifications will be incremental, and added to an audit log. Tracking of Your consent to the collection, storage and use of Your Personal Information will also be recorded for the purposes of an audit log for consent. To ensure that the data is traceable, the source of the data will be logged, as well as a timestamp for the transaction.

b. STORAGE AND RETENTION

- i. **STORAGE LOCATION.** If Your information is stored on computer systems in a country other than the country in which Your information was collected, the Company will use its best efforts to protect Your data. Storage locations will be selected in countries that have similar privacy laws to the Applicable Laws. Foreign storage locations, if any, that may process or store Your data, will be listed and updated within Section 5 of this Privacy Policy, entitled “LIST OF THIRD PARTY PROVIDERS AND END-USER DATA STORAGE PROVIDERS”. Any such transfers will also be subject to audit and tracking requirements set forth in this Privacy Policy.

ii. **DATA RETENTION.**

JURISDICTION ON APPLYING TO USER	PERSONAL INFORMATION RETENTION	PERSONAL HEALTH INFORMATION RETENTION	OTHER INFORMATION RETENTION
CANADA	Personal Information data will be kept until fourteen (14) days after Your License	Personal Health Information will be kept for no more than one day, or the maximum time	Data that is non-Personal Information may be

	<p>Agreement with Company have been terminated or the maximum time period required by applicable law, whichever is longer. Until the above date, the End User may request a copy of all of the End-User's Personal Health Information from the Product.</p> <p>The End-User may e-mail [support@aiscomp.com] to delete the Personal Health Information, after which the data shall be deleted by Company within a reasonable period</p>	<p>period required by applicable law, whichever is longer. Until such deletion, the End User may request a copy of all of the End-User's Personal Health Information from the Product.</p> <p>The End-User may e-mail [support@aiscomp.com] to delete the Personal Health Information, after which the data shall be deleted by Company within a reasonable period</p>	<p>kept by Company for an indefinite period however, this does not constitute a guarantee that the Company will keep the data indefinitely .</p> <p>If an End-User would like to ensure that data is indefinitely kept, that can be requested, upon written agreement of the parties of a custom services plan. This data will primarily be used in aggregate and anonymize</p>
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iii. **DATA RETENTION EXCEPTIONS.** Notwithstanding the foregoing table:

1. **SYSTEM WIDE BACKUP.** to the extent permitted by applicable law, Your User Data may continue to temporarily persist in Company's system-wide business recovery back-ups (if any) until such time as the system-wide business recovery backup is deleted and replaced with data that does not include data collected during Your agreement term; however, You have no expectation of data retention whatsoever and acknowledge that backing up of Your own data is Your responsibility; or
2. **INFORMATION MAY BE RETAINED IF REQUIRED TO COMPLY WITH LAW:** such User Data may continue to temporarily persist to the extent that such information is required to be retained for compliance with Applicable Law (for example, to prevent, investigate, or identify possible wrongdoing in connection with the Product or to comply with legal obligations) and until such time as such information is no longer required for this purpose, however, You acknowledge that recovery of data is not permitted by You from within this system under these circumstances unless Company is required and compelled to do so by law, and in such event, at Your sole expense.

iv. **DATA RECOVERY BY YOU:** Other than information that the Company is required to retain and provide to You by law, You should have no expectation of data retention whatsoever. From time to time the Company will create a backup of all data in the Company's system. This backup is for use by the Company only in the case of disaster recovery or to maintain business operations in the case of an

emergency. No data will be backed up (except for such disaster recovery purposes and Company's internal usage). Backing up of Your own data is Your responsibility.

- v. DATA RESTORES:** The Company will not restore data unless it is available and then only if the Company determines, in its sole discretion that a data recovery is necessary.
 - vi. PERIODIC AUDIT.** Company will perform routine audits at its sole discretion or on a schedule as required by Applicable Law to confirm deletion of the data has occurred in the manner described above in the section entitled "Removal of Personal Information By Company or By You."
- c. SECURITY MEASURES:** The Company takes Your privacy very seriously. If You have a security related concern, please contact the Company at the contact details provided above. Company will work closely with You to ensure a quick and personal response to Your concerns. In addition, Company restricts unauthorized access through protective policies, procedures, and technical measures, including:
 - i. SAFEGUARDS PROVIDED BY YOU:** To keep Your Personal Information and Personal Health Information secure, You are required to safeguard Your End-User name and password information in accordance with the License Agreement. In addition to the foregoing, You agree to comply with the Company's User security requirements, as set out in [HYPERLINK]. Without limiting the generality of the foregoing, You agree to use multi-factor authorization ("**MFA**") to make it harder for your account to be compromised. You acknowledge that the use of a username and password is an adequate form of security. You further acknowledge and agree that internet transmissions are never completely private or secure and that any message or information that you may send to the Site may be read or intercepted by others, notwithstanding our efforts to protect such transmissions.
 - ii.** Further, as a condition of your use of the Product, you agree that you will not take any action intended to: (i) access data that is not intended for you; (ii) invade the privacy of, or obtain the identity of, or obtain any personal information about any Company user; (iii) probe, scan or test the vulnerability of the Product or breach security

or authentication measures without proper authorization; (iv) attempt to interfere with service to any user, host, or network or otherwise attempt to disrupt our business, including without limitation, via means of submitting a virus to this Website, overloading, "flooding," "spamming," "mail bombing," or "crashing;" or, (v) send unsolicited mail, including promotions and/or advertising of products and services. Violations of system or network security may result in civil or criminal liability.

iii. **SAFEGUARDS PROVIDED BY US:** Company will provide physical and electronic safeguards with regard to the storage of Personal Information as required by law, however, and pursuant to disclaimer provided in the License Agreement, You understand that in order for the Company to operate the Product, User Data may be transmitted by You to the Company over the internet, public networks or otherwise, and You acknowledge that that no such data transmission can be guaranteed to be completely private or secure, and that, beyond Company's requirements to provide a warranty on information security as required by law, Company cannot warrant the security of any information You transmit to us, and that You do so at Your own risk.

iv. **ACTIONS IN THE EVENT OF DATA BREACH.** A "Data Breach" is defined as any non-authorized access to the storage locations of the data, or access to a storage location by a person that is potentially suspected of having performed non-authorized activities. In the case where a Data Breach has occurred, if the Company believes that the breach creates a real risk of significant harm to the end-users, the User will be notified in the manner as required by law, and all details regarding the impact to the User will be shared.

d. TRAINING COMPANY'S STAFF IN DATA MANAGEMENT:

i. **TRAINING OF COMPANY'S STAFF FOR HANDLING PERSONAL INFORMATION AND PERSONAL HEALTH INFORMATION:** Company's employees and contractors are required to adhere to standards and policies to ensure that Personal Information and Personal Health Information is secure and treated with the utmost care and respect. Furthermore, Company limits access to Your Personal Information and Your Personal Health Information to those employees or contractors who Company reasonably believe need to come into contact with that

information in order to do their jobs and Personal Information and Personal Health Information will only be reviewed if anonymized and de-identified (as required by applicable laws) or otherwise accessed on a “need-to-know” basis.

- ii. **EMPLOYEE COMPLIANCE.** All employees must read, and attest to having read this Privacy Policy. Furthermore, as this Privacy Policy is evergreen, any time material changes are made to the document, employees will need to attest to having read and understand the changes to the document. From time to time, training shall be provided to employees on this Privacy Policy and privacy issues required to be compliant with the applicable law.

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4. DATA USAGE SCHEDULE TO THE PRODUCT LICENSE AGREEMENT

- a. **USE AND DISCLOSURE OF PERSONAL INFORMATION.** Company will not use or disclose Personal Information other than the purposes identified below (individually and collectively, the “**Purpose**”):
 - i. **TO COMMUNICATE WITH YOU AND TO PROVIDE CUSTOMER SERVICE:** To Provide Customer Service and support, administrative messages, updates, and security alerts, to resolve disputes, and to troubleshoot problems;
 - ii. **TO IMPROVE COMPANY’S PRODUCT:** To fulfill Your requests or Company's product roadmap for certain features of the Product, to customize, measure, and improve the Product including by analyzing trends, tracking user movements on the Product, gathering demographic statistics about Company's user base as a whole, and to assist Company to measure Company’s performance and effectiveness of Company’s content, and to share Company's performance information with others;
 - iii. **TO IMPROVE COMPANY’S CONTENT:** Company may post Your social media content, testimonials, and other information provided by you;
 - iv. **TO FULFIL COMPANY’S BUSINESS GOALS:** to directly or indirectly offer or provide You with products and services that are based on Company's analysis of Your needs as determined by Company's analytics and the analytics of Company's third-party processors, unless You opt out;
 - v. **TO ENABLE COMPANY’S COLLABORATORS TO FULFIL THEIR Company's BUSINESS GOALS:** Where a third party to this Privacy Policy directly or indirectly provides the Company with the ability to provide the Product to You, Company may supply Personal Information to such Third Party in exchange for fulfilling Company's

Purpose and providing corresponding value to the third party, and such third parties are listed in Section 5 of this Privacy Policy entitled “List of Third Party Processors And End-User Data Storage Providers”;

- vi. **IN THE EVENT OF AN ACQUISITION OF COMPANY’S COMPANY.** In the event that the Company, or all or a portion of Company's business, or one or more of its divisions, is acquired by one or more third parties as a result of an acquisition, merger, sale, reorganization, consolidation, liquidation or another similar transaction, Your Personal Information shall be one of the transferred assets. To the extent that the Company is required to do so by law, You will be notified of any changes in ownership or uses of Your Personal Information.
- vii. **TO ENABLE COMPANY’S AFFILIATED COMPANY’S BUSINESS TO FULFIL THEIR BUSINESS GOALS:** Company may share information from or about You with subsidiaries, joint ventures, or other companies under common control, in which case Company will require them to honor this Privacy Policy.
- viii. **TO ENFORCE COMPANY’ LICENSE AGREEMENT AND TO COMPLY WITH LAW:** (1) to enforce Company's rights against You or in connection with a breach by You of this Privacy Policy or the License Agreement; (2) to investigate or respond to suspected illegal or fraudulent activity or to protect the safety, rights, or property of us, Company's users, or others; (3) to prevent prohibited or illegal activities; (4) to prevent situations involving potential threats to the physical safety of any person; (5) when required by any applicable law, rule, regulation, subpoena, or other legal process; or (6) to confirm that you continue to pay the Company’s product in accordance with the License Agreement.
- ix. **TO PROCESS PAYMENTS:** To use certain services on the Product, You may be required to submit debit or credit card account information (“**Debit or Credit Card Information**”) through the Product, a third-party payment provider (such as Stripe), or through your applicable app store (such as Google App Store). By submitting Your Debit or Credit Card Information, You expressly consent to sharing of Your information with third-party payment processors and other third-party service providers.

- x. **TO MARKET:** For the Company's marketing efforts, such as to send You marketing communications that we believe may be of interest to You;
 - xi. And to fulfill other purposes related to Company's Product, subject to Your explicit consent if consent is required by law.
- b. **USE AND DISCLOSURE OF PERSONAL HEALTH INFORMATION.** Company will not use or disclose Personal Health Information other than the purposes identified below:
 - i. **TO ENFORCE COMPANY'S LICENSE AGREEMENT AND TO COMPLY WITH LAW:** (1) to enforce Company's rights against You or in connection with a breach by You of this Privacy Policy or the License Agreement; (2) to investigate or respond to suspected illegal or fraudulent activity or to protect the safety, rights, or property of us, Company's users, or others; (3) to prevent prohibited or illegal activities; (4) to prevent situations involving potential threats to the physical safety of any person; (5) when required by any applicable law, rule, regulation, subpoena, or other legal process.
 - ii. **TO ASSIST IN PROVIDING SERVICES.** To assist the Caregivers (as defined in the License Agreement) from providing Services to You (if applicable).
- c. **USE OF COOKIES AND USAGE DATA:** The Company may use session Cookies and usage data to fulfil the Purpose, by tracking information about You as related to Your usage of the Product, and correlating to other personally identifiable information collected while on the Product or connected to Company's third party processors (as listed in Section 5 to this Privacy Policy entitled List Of "**Third Party Providers And End-User Data Storage Providers**"). The Company may also use Cookies that are created by the Product to secure Your login session and to help ensure the security of Your account.
- d. **USE OF THIRD PARTIES TO ASSIST US TO IMPROVE THE PRODUCT AND TO ACHIEVE COMPANY'S BUSINESS GOALS:** To fulfil the Purpose, Company may share Personal Information or with Company's affiliates, acquirers or third-party collaborator or vendors (as listed in Section 5 to this Privacy Policy entitled List Of "**Third Party Providers And End-User Data Storage Providers**"), subject to the following conditions:

i. **USE LIMITED TO SERVICE PROVIDED OR PURPOSE OF TRANSFER:**

Company's service providers are restricted from using Your Personal Information in any way other than for the service they are providing or as it relates to Company's Purpose fulfilled by such transfer; this includes the use of Cookies by Company's third parties so long as the use on such Cookies is to collect the same type of information for the same purposes as the Purpose.

- ii. **THIRD PARTIES MUST ADHERE TO Company's STANDARDS:** Company ensures that such third parties maintain reasonable and appropriate safeguards that do not breach Company's safeguards of security requirements set out In Section 3 of this Privacy Policy entitled "Data Management", or as otherwise required by law. If the use of Cookies by any third party differs materially from the practices already listed, the Company will revise this document accordingly and notify existing users of the change(s).

e. **RIGHTS TO CONTENT PROVIDED BY THE END-USER**

- i. **FOR INFORMATION YOU PROVIDE.** By posting content on the Product or Website (the "**User Data**"), You hereby grants to the Company a worldwide, non-revocable, non-exclusive, perpetual, royalty-free, and sub-licensable right to use, create derivative works of, modify, and to distribute (including without limitation, distribution online, through multiple channels, and bundled with other applications or materials) such content, and further, the agrees to waive any moral rights to such User Data, and agrees that the Company may modify or adapt the User Data in order to transmit, display or distribute it over other applications and in various media. You agree to defend, indemnify and hold harmless the Company from and against any Claims (as defined in the License Agreement) arising from the nature of the content submitted and/or the ownership of User Data and any claims of infringement of third party intellectual property related to such User Data.

- ii. **FOR INFORMATION WE AUTOMATICALLY COLLECT.** The Company creates benefits to all of its Users by analyzing the User Data for the purposes of Product improvements. The User agrees that the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various

aspects of the Company products and related systems and technologies, and the Company will be free (during and after the Initial Term or subsequent Renewal Term) to (i) use such information and data to improve and enhance the Company products generally, (ii) for other development, diagnostic and corrective purposes in connection with the Product and other services, and (ii) disclose such data solely in aggregate, anonymous, and non-identifiable form that is in no way connected User or its business.

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- a. Azure Services - Microsoft Canada Inc. / Microsoft Corporation
- b. OpenAI - OpenAI Global, LLC