

END USER LICENSE AGREEMENT

THIS IS A LICENSE AGREEMENT ("TERMS" OR THE "AGREEMENT") BETWEEN YOU (OR "USER") AND TALKSENSE LTD ("TALKSENSE"). PLEASE READ CAREFULLY AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE USING APPLICATION (AS DEFINED BELOW).

BY CLICKING THE "I AGREE" BUTTON (OR ANY SIMILAR BUTTON WHICH INDICATES YOUR CONSENT TO THESE TERMS), YOU AGREE TO BE BOUND BY THESE TERMS AND ANY USE OF THE APPLICATION SHALL BE MADE IN ACCORDANCE WITH THE TERMS HEREUNDER. YOU WILL NOT BE ABLE TO USE THE APPLICATION UNTIL YOU HAVE ACCEPTED THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE EXIT AND STOP USING THE APPLICATION. FURTHERMORE, YOU HEREBY WAIVE ANY RIGHTS OR REQUIREMENTS UNDER ANY LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT PERMITTED UNDER APPLICABLE MANDATORY LAW.

THIS IS A LEGALLY BINDING AGREEMENT. THESE TERMS (AS SET FORTH AND DEFINED BELOW) CONSTITUTE THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN YOU, OR THE COMPANY ON WHOSE BEHALF YOU ARE USING THE APPLICATION, AND TALKSENSE, AND SUPERSEDE ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION RELATING TO THE SUBJECT MATTER OF THESE TERMS.

PLEASE BE AWARE THAT MINORS UNDER THE AGE OF 13 ARE NOT ALLOWED TO USE THE APPLICATION (AS DEFINED BELOW).

1. Description of Services; Definitions

- 1.1. "Services" means the use of data capture using voice-to-text technology, text and any additional media used by TALKSENSE (the "Technology") and/or the Application (as defined below) and/or website based on and/or incorporating the use of the Technology as may be changed or modified from time to time, all at the sole discretion of TALKSENSE. The Technology transfers audio, text or other data, entered into a mobile phone and/or personal computer, into text ("Converted Data") which is entered into the Salesforce CRM Database ("SF Database").
- 1.2. "Application" means: (a) with regards to the Customer: a feature and/or component that the Customer installs into its SF Account and manages and/or customizes usage via the SF Account; and, (b) with regards Users: TALKSENSE's application which is installed on User's mobile phones operating on the Android or IOS systems and/or personal computers and/or any other mobile device operating system as will be decided by TALKSENSE.
- 1.3. "Salesforce" means the entity who owns and operates the database of information used by You ("SF Database") and accessed by You via Your Salesforce account ("SF Account").
- 1.4. "Services Package" means a package purchased by a Customer which includes access to a SF Account and the SF Database as well as the Application (which is accessed via the SF Database),
- 1.5. "User", "You", "Your" or "Yours" means any Person authorized by Customer to use the Application and/or Services provided by TALKSENSE to Customer, in accordance of the provisions of this agreement (including Customer employees and/or consultants).
- 1.6. "Customer" means any Person who downloads the Application (as defined below) via the salesforce website after purchasing the Services Package.
- 1.7. "Person" means an individual (over the age of 18), corporation, partnership, joint venture, trust or unincorporated organization.

2. Installation Process.

- 2.1. Upon clicking the "I AGREE" button (or any similar button which indicates your consent to these terms), TALKSENSE will provide You with its Application and allow operation of the Application.

- 2.2. Uninstall - You may uninstall the Application at any time and with no limitations, by deleting the program from Your mobile phone and/or personal computer.
- 2.3. For avoidance of doubt, the installation, removal and use of the Application shall be at all time at Your own expense.
- 2.4. You hereby acknowledge that You are aware that by downloading, installing and using the Application, You may be exposed to infections by viruses, worms, Trojan horses or other risks with contaminating and destructive properties accessed or made available through internet communications. Notwithstanding the ongoing efforts conducted by TALKSENSE (from its end) to prevent any of the foregoing risks, TALKSENSE will neither take responsibility in connection thereof nor will it be liable for any damage (direct or indirect, of any scope and extent) such risks may cause, and You agree to unconditionally and fully release TALKSENSE from any claims arising in connection thereto or thereunder. It is expressly agreed that it shall remain at all times Your sole responsibility to take steps to ensure that any information and/or software you may have on Your mobile phone and/or computer will neither be damaged nor would allow the distribution of any of the foregoing risks to other third parties. You acknowledge that You are aware of security and privacy limitations arising from usage of any kind of services (including the Services) offered over the internet, including but not restricted to limitation of security, privacy and authentication measures.
- 2.5. You acknowledge and agree that the Services do not include internet access and that You may receive charges from its cellular service company for internet usage and that You shall be solely responsible for such charges.

3. Salesforce

- 3.1. You acknowledge and agree that these terms and conditions shall be subject to Salesforce's terms and conditions for use of the SF Database and/or Salesforce Services. You acknowledge and agree that Salesforce may cancel Your Services from TALKSENSE due to Your violation of Salesforce's Terms and Conditions or due to the cancellation of Your agreement with Salesforce regarding the Services Package.
- 3.2. You acknowledge and agree that Salesforce, not TALKSENSE shall be responsible for the security, integrity and privacy of Your information which is transmitted to and/or contained in the SF Database.

4. License

- 4.1. Subject to your compliance with these Terms (and that the Terms have not been terminated according to Section 6 below), TALKSENSE hereby grants You, a limited, personal, non-exclusive, non-sub-licensable, non-assignable, royalty-free, worldwide license to download the Application (the "**License**"). The License applies to versions of the Application that are offered on any supported mobile and/or computer operating system (including servers) and integrated in any compatible internet browsers, including, but not limited to: Internet Explorer, Chrome, Firefox and other supported Internet Browsers.
- 4.2. For avoidance of doubt, this Agreement does not constitute a license to commercially exploit the Application for the purpose of prompting, selling, marketing and distributing third parties commercial products (or any other offering any of the foregoing). Use of the Application and/or Services is for internal business use only, and the Application is only to be used within the framework of the SF Database Nevertheless, in the event TALKSENSE has determined, at its own and full discretion, to grant such a license to a certain end user, it may do so without it constituting an injustice by TALKSENSE or the basis for a claim by other Users.
- 4.3. These Terms will also govern any Application upgrades provided by TALKSENSE, unless such upgrades are accompanied by a separate license, in which case the terms of that license will govern. Notwithstanding the fact that You are not entitled to any technical or customer support under this Agreement, TALKSENSE may release updates, upgrades or new versions of the Application (as supplement or replacement thereof). You agree that any access to any components of the Application granted hereunder will not limit or restrict TALKSENSE's right to modify or replace such components in future versions of the Application. The License granted to You pursuant to this Agreement shall be deemed to include such items.

5. Ownership

- 5.1. TALKSENSE (or its licensors, heirs, successors and assigns, as may be applicable) shall own all right, title and interest in the Application (including all documentation, compilations, translations, data related or collected by way of the Services on any website, software and other materials related to the Application, enhancements, improvements or other modifications made to or derived from the Application), including, but not limited to, copyrights, patents, trademarks, trade secret rights, logos and any other intellectual property right ("**TALKSENSE IP**"), and any of the foregoing shall at all times remain the sole and exclusive property of TALKSENSE and are protected by applicable intellectual property laws and treaties. You hereby acknowledge that You do not acquire any ownership rights in or to the Application and/or any source in connection with the Application and/or the TALKSENSE IP and You shall not attempt to break the encryption or other security mechanisms used by TALKSENSE in relation to the above. All rights not expressly granted to You in this Agreement are reserved by TALKSENSE.

- 5.2. Elements of the Application are owned by third parties and not TALKSENSE (Third Party Content, as described above). By accepting this EULA, You are also accepting the additional terms and conditions with respect to the Third Party Content ("**Software End User License(s)**"), if any, forth herein. Notwithstanding anything contained herein to the contrary, You shall not have rights with respect to the Application and/or any source in connection with the Application unless stated otherwise in the Software End User License(s).
- 5.3. TALKSENSE shall not be liable for any third party's use or misuse of the Application, including but not limited to a third party carrier or application owner uploading and or otherwise displaying on or to the Application, content which violates and/or infringes upon and/or constitutes unauthorized use of a third party's copyright and/or intellectual property rights ("**Infringing Content**"). If You encounter Infringing Content on the Application, You are required to immediately report it to TALKSENSE at **Infring@talksense.co**. TALKSENSE reserves the right to remove such Infringing Content from the Application immediately.

6. License Restrictions

- 6.1. You hereby agree that during the period of this Agreement and thereafter (without limitation), You shall not modify, change, supplement, alter and/or amend the Application. You may only use the Application, subject to (a) the terms and conditions of these Terms; and (b) the terms and conditions of the Application End User License(s). You may not: (i) decompile, reverse engineer, disassemble or otherwise reduce the Application or any portion of the Application; (ii) remove or alter any trademark, logo, copyright or other intellectual property notice in or on the Application (including that of TALKSENSE or any portion thereof); (iii) commercially distribute, network, rent, lend, loan, market, sub-license, resell or otherwise transfer the Application or any portion thereof; or, (iv) take or perform any other deeds or actions that may interfere or alter the intended purpose, features and usages of the Application. You may not make any use of the Application in whole or in part that is not expressly permitted by these Terms.
- 6.2. You may not allow a different application or external system ("**External App**") to access the Application, unless, and to the extent this option is offered by Salesforce via the SF Database or Your SF Account. In the event that You enable any External App to access the Application, neither TALKSENSE nor Salesforce shall have any liability for damages resulting from the provision of such access.
- 6.3. You acknowledge and understand that TALKSENSE may modify the functionality of the Application or the components thereof at any time, and any third party that provides Third-Party Content contained in the Application may modify the functionality of such Application. Such updates may occur automatically or after prior notice to Users and may occur all at once or over multiple sessions/over a period of time.
- 6.4. You agree and undertake that all Converted Data (together with any other data, "**User Data**"), contents and activities conducted and/or created and/or processed by You via the TALKSENSE Services are Your sole responsibility. Nevertheless, TALKSENSE has the right, in its sole discretion to remove or refuse to provide the Services, pursuant to any demand of any legal authority, without compensation of any kind, whether financial or otherwise towards You. You agree that it must evaluate, and bear all risks associated with, the use of any of Your User Data, content and activities.
- 6.5. You are responsible for: (a) maintaining the confidentiality of the password and Your account(s) (if relevant); (b) designating those individuals who are authorized to access the Your account(s); and (c) ensuring that all activities that occur in connection with the account(s) comply with these Terms and Conditions. You acknowledge and agree that TALKSENSE is not responsible for the internal management or administration of the account(s).

7. Term

- 7.1. These Terms shall continue to be in effect perpetually, unless terminated earlier pursuant to the provisions herein. You may terminate these Terms at any time by permanently deleting from Your systems (including without limitation your computer) and/or destroying all copies of the Application in Your possession and any media associated with the Application. TALKSENSE may terminate the License, at any time without prior notice to its Users, for the breach any of these Terms. By accepting this Agreement You agree that TALKSENSE is permitted to limit, deny or cancel some or all the Application's functionality at any time, without prior notice.
- 7.2. All provisions of these Terms relating to "OWNERSHIP", "DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY", "PRIVACY AND LEGAL RIGHTS" and "MISCELLANEOUS" shall

survive the termination of these Terms.

- 7.3. You acknowledge and agree that cancellation of these terms and/or the Services shall not grant you the right to refunds for any amounts paid to TALKSENSE. All payments for Services are final and non-refundable.

8. Disclaimer of Warranty and Limitation of Liability

- 8.1. THE APPLICATION IS PROVIDED "AS IS" AND YOU EXPRESSLY AGREE TO USE IT AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY LAW, TALKSENSE AND ITS LICENSORS, HEIRS, SUCCESSORS AND ASSIGNS HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, IS FREE OF DEFECTS OR ERRORS, OR MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU BEAR THE ENTIRE RISK AS TO SELECTING THE APPLICATION FOR YOUR USE AND AS TO THE QUALITY AND PERFORMANCE OF THE APPLICATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. TALKSENSE DOES NOT WARRANT OR GUARANTEE THAT THE FUNCTIONS OR SERVICES PERFORMED BY TALKSENSE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED, AND THE SERVICES ARE PROVIDED ON AN "AS AVAILABLE BASIS".
- 8.2. USER AGREES AND ACKNOWLEDGES THAT THE FOLLOWING EVENTS MAY OCCUR DURING OR FOLLOWING USE OF THE APPLICATION AND THAT TALKSENSE SHALL NOT BE RESPONSIBLE FOR ANY RESULTING DAMAGE AND/OR LOSS OF DATA WHICH MAY RESULT IN THE EVEN OF A SYSTEM "BUG": (A) LOSS OF DATA AT ANY PHASE OF USING THE APPLICATION (I.E, DURING THE RECORDING OF THE AUDIO DATA, DURING THE TRANSFER OF THE AUDIO DATA TO SALESFORCE, DELETION OF DATA FROM SALESFORCE, ETC.); (B) POSSIBLE ENTRY OF DATA TO WRONG FIELD IN SALESFORCE; (C) THE ENTRY OF WRITTEN DATA WHICH DIFFERS FROM THE AUDIO DATA ENTERED AND/OR WRITTEN DATA APPEARING IN "GIBBERISH" (FOR THE PURPOSE OF THIS AGREEMENT, RANDOM TEXT NOT ASSOCIATED WITH A KNOWN LANGUAGE); OR, (D) THE DELETION AND/OR MODIFICATION TO EXISTING DATA IN THE SF DATABASE.
- 8.3. IN NO EVENT WILL TALKSENSE, ITS PARENT COMPANIES AND SUBSIDIARIES AND THEIR DIRECTORS, DISTRIBUTES, LICENSORS, CONTRIBUTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE " TALKSENSE GROUP"), BE LIABLE FOR ANY COST OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) AND ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL DAMAGES, ARISING OUT OF OR IN ANY WAY RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE APPLICATION OR RELATED DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOSS OF PROFITS, WORK STOPPAGE, LOST SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR COMPUTER FAILURE OR MALFUNCTION AND ANY CLAIM OR DEMAND MADE BY ANY THIRD PARTY IN THAT RESPECT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. IN NO EVENT WILL THE TALKSENSE GROUP'S LIABILITY FOR ANY DIRECT DAMAGES (TO USER AND/OR THIRD PARTIES), EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEED THE ACTUAL PRICE PAID BY YOU FOR THE USE OF THE APPLICATION, OR US \$10, WHICHEVER IS LESS.

9. Indemnification

- 9.1. You hereby agree, at Your own expense, to indemnify, defend and hold harmless TALKSENSE, its Affiliates, and their respective employees, officers, directors, representatives and agents, and the respective successors and assigns of each of the foregoing (collectively, the "**TALKSENSE Indemnified Parties**"), from and against any loss, liability, judgment, penalty, damage or expense (including reasonable expenses of investigation and reasonable attorneys' fees and costs) incurred or suffered by any TALKSENSE Indemnified Parties resulting from, arising out of, or in connection with or otherwise with respect to any third-party claim, suit, action, or other proceeding brought against any TALKSENSE Indemnified Parties that is based on, arises from, alleges or relates to: (a) Your use of the Application that: (i) infringe any TALKSENSE intellectual property rights; (ii) breach any duty toward, or rights of, any third party, including rights of publicity and/or privacy; or (iii) are false, deceptive, misleading, unethical, defamatory, libelous, or threatening; (b) Your breach or alleged breach of any representation or warranty made by You to

TALKSENSE in this Agreement; (c) Your gross negligence or willful misconduct, or the infringement of any third party's intellectual property rights while exercising its rights and obligations to TALKSENSE under this Agreement.

10. Privacy and Legal Rights

10.1. Protecting Your privacy is essential to TALKSENSE. The TALKSENSE Application is constantly monitored to maintain and enforce TALKSENSE's Privacy Policy. TALKSENSE contractually prohibits Users from violating the privacy rights of others while utilizing the Application. You acknowledge that You read and approved the policies of TALKSENSE below.

10.2. If You believe that Your legal rights have been infringed upon while using the Application, we encourage You to report it to us at Your earliest convenience (to report, please send us an email at infring@talksense.co). As soon as we receive Your notification, we will, at our discretion, examine Your complaint and will take the necessary measures to resolve it.

11. Trademarks.

11.1. TALKSENSE, and other TALKSENSE marks, graphics, logos, designs, page headers, button icons, scripts, and service names comprise registered and unregistered trademarks, service marks and trade names of TALKSENSE anywhere in the world (the " **TALKSENSE Marks**"). Other trademarks, service marks and trade names used on the Application are the property of their respective owners. You hereby acknowledge and agree not to display or use in any manner the TALKSENSE Marks without TALKSENSE's prior written consent and/or any third party's marks without their respective owners' prior written consent.

12. User's Responsibilities

12.1. You shall be responsible for obtaining any system requirement necessary for the installation of the Application.

12.2. You shall be responsible for providing and maintaining all personal computer and communications equipment and Internet access and/or accounts necessary to gain access to the Application.

You hereby agree and undertake to inform TALKSENSE of any apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of other Users' information and/or User Data ("**Security Breaches**"), by notifying TALKSENSE via electronic or conventional mail at breach@talksense.co or POB 5054, Gan Yavne 70800. For the avoidance of doubt, TALKSENSE shall make commercially reasonable efforts to prevent and address Security Breaches, but shall not be liable for any damage and/or loss resulting from Security Breaches to user's SF Account, including Security Breaches resulting from a breach of the Application.

12.3. You agree and acknowledge that the Application will have access to all Your Data (existing as well as new data entered via the Application) in Your SF Account. You agree and acknowledge that the Application will save all audio and written data entered into the Application and/or transferred to the SF Database via the Application, until the lesser amount of time of the following options: (a) receipt of Your confirmation via email ("**Confirmation**") that the Converted Data was transferred and/or inserted into Your SF Account; or, (b) up to a maximum period of 24 hours, after which all user data saved to the Application shall be deleted. TALKSENSE is not, nor is it representing itself as a database and shall not be required to save user data and/or retrieve any data lost and/or modified. You acknowledge that You are solely responsible for monitoring and/or backing up Your data which is entered into the Application and/or transferred to the SF Database.

12.4. Any action by User that, in TALKSENSE's sole opinion and discretion, restricts or inhibits other Users from using and enjoying the TALKSENSE's Services is strictly prohibited.

13. Miscellaneous

13.1. **Entire Agreement.** These Terms constitute the entire agreement between TALKSENSE and You concerning the subject matter hereof. TALKSENSE reserves the right, at its sole discretion, to update or revise these Terms at any time without prior notice. However, a notice may be posted on the website: <https://www.talksense.co/privacy-policy> in order to notify the Users that the Terms have been modified.

13.2. **Exclusive Jurisdiction.** These Terms shall be governed by and interpreted under the laws of the State of

Israel, without regard to conflicts of provisions. All actions relating to these Terms and the Application shall be in the exclusive jurisdiction of the competent courts in Tel Aviv, Israel.

13.3. **No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

13.4. **Severability.** If for any reason a court of competent jurisdiction finds any provision of these Terms or portion thereof, to be unenforceable, that provision of these Terms shall be enforced to the maximum extent permissible so as to affect the intent of the parties to this Agreement, and the remainder of these Terms shall continue in full force and effect.

13.5. **Language.** Except as required by law, the controlling language of these Terms is English.

13.6. **Assignment.** You may not assign Your rights under this Agreement to any party without TALKSENSE's prior written consent.

13.7. These Terms shall be binding upon and inure to the benefit of each of the parties to this Agreement and their respective heirs, successors and assigns.

Please check these Terms periodically for changes. Your continued use of the Application following the posting of any changes to these Terms, or notification to You of any such changes, constitutes acceptance of those changes.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND AGREE TO BE BOUND BY THEM AND THAT YOU UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN.

BY CLICKING ON THE "I AGREE" BUTTON AND/OR CONTINUING TO INSTALL OR USE THE APPLICATION, YOU EXPRESSLY CONSENT TO BE BOUND BY THESE TERMS.

14. Questions or Comments.

Any questions or comments regarding, or problems with, the Services and/or the Application should be sent to the TALKSENSE Support Team at support@talksense.co.

Privacy Policy

Last Updated: October, 2022

Here at TALKSENSE, we are committed to safeguarding your privacy. Before submitting any information in order to use the Application and/or the Services, we encourage you to read the following Privacy Policy and learn how we will treat your personal information.

By using any part of the TALKSENSE Application and/or Services, you consent to the collection and use of your personal information as outlined in this Privacy Policy and to the collection, processing and maintenance of this information in any applicable countries.

1. Collecting your Personal Information

- 1.1. Before using the Services, you will be asked to provide us with information that personally identifies you or allows us to contact you (hereinafter: “**Personal Information**”). Generally, this information will be requested upon registering and creating your account. This Personal Information may vary but will typically include your first and last name, e-mail address, address (country, city) and phone number. You will also be requested to provide a unique member name and password to access and use certain features of the Application and/or Services.
- 1.2. TALKSENSE may also collect non-personally identifiable information, including traffic statistics regarding page views, browsing details and approximate geo-location for the purpose of gathering statistics; other technical information, including users’ Internet Protocol (IP) address and standard web log information; and supplemental information from third parties.

2. Use of your Personal Information

- 2.1. First, TALKSENSE may use your Personal Information to allow you to use the Application and/or provide you with the Services you have requested. Second, TALKSENSE may also use your Personal Information to respond to specific inquiries made by you, to prevent potentially prohibited or illegal activities, and enforce our EULA; and to customize, measure, and improve our services, content and layout. Finally, TALKSENSE may use your Personal Information to notify you about special offers, products, services, and information that we think may be of interest to you. You can opt-out of receiving commercial e-mail from us at any time.
- 2.2. TALKSENSE will disclose your Personal Information, without notice, only if required to do so by law or in the good faith belief that such action is necessary in order to: (a) conform to the edicts of the law or comply with legal process served on TALKSENSE or the Application and/or the Services; (b) protect and defend the rights or property of TALKSENSE; (c) act in urgent circumstances to protect the personal safety of users of TALKSENSE, its Application and/or Services, or the public, and (d) provide you with certain services or products of TALKSENSE or any other third party, whether for commercial or other purposes.

3. Control of your Personal Information

- 3.1. From time to time, TALKSENSE may share personally identifiable information with third parties we have engaged to perform certain services in connection with the operation of certain aspects of the TALKSENSE Application and/or Services, including customizing, measure and improving our services, content, and layout.
- 3.2. When you register, or otherwise give us Personal Information, TALKSENSE will not share your Personal Information with third parties without your permission, other than for the limited exceptions already listed. It will only be used for the purposes stated above.

4. Security of your Personal Information

- 4.1. TALKSENSE strictly protects the security of your Personal Information and honors your choices for its intended use. We carefully protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- 4.2. Your personal information is never shared outside the company without your permission, except under the conditions explained above. TALKSENSE stores your Personal Information in password-controlled servers with limited access.

5. Use of Cookies

TALKSENSE uses “cookie” technology and users’ IP addresses to customize and enhance your online experience using the Services. Cookies are pieces of information transferred to your hard drive when you use our Application and/or Services that automatically identify your browser to our server whenever you interact with our Application. Such technology is a common feature of many types of Application and is necessary in order for certain features of

our Application and/or Services to function properly or in order to provide an online service to you. You may customize the browser settings of your computer to notify you when a browser cookie is sent or to refuse browser cookies altogether. Please check your browser for instructions on how to make these adjustments.

6. Changes to this Policy

TALKSENSE will occasionally update this Privacy Policy. When we do, we will also revise the “Last Updated” date at the top of the Privacy Policy. If we make any material changes to this Policy, those changes will be posted here so that you are always aware of what personal information is collected, how that information is used, and under what circumstances that information may be disclosed. Your continued use of TALKSENSE Application and/or Services following the posting of changes to this Policy will signal your acceptance of such changes.

7. Contact

If you have any questions, comments, or requests regarding this Policy or the information practices of TALKSENSE, please contact us by e-mail at support@talksense.co.