



# Care@Home™

## GDPR Compliance Guide

ESUGSC076

Version 1.2

June 2018

## Table of Contents

1.	GDPR and Care@Home™	3
2.	Data Security	4
3.	Data Retention	4
4.	The Right to be Informed	5
5.	The Right to Rectification	5
6.	The Right to Restrict Processing	6
7.	The Right to Object	6
8.	The Right to be Forgotten	6
9.	The Right to Access	7
10.	The Right to Data Portability	7
11.	Rights in Relation to Automated Decision Making	8
Appendix A	Notification Email Template	9
Appendix B	Privacy Notice Template	10
Appendix C	End User License Agreement and Terms & Conditions Template	13

# 1. GDPR and Care@Home™

The General Data Protection Regulation (GDPR) is a legal framework that sets guidelines for the collection and processing of personal information of individuals within the European Union (EU). The GDPR seeks to protect EU citizens’ privacy by formalizing their rights regarding their personal data. This approach is consistent with Essence Smart Care’s existing emphasis on maintaining the privacy of residents and caregivers.

According to the GDPR, companies that process personal information for any purpose must ensure that the information is:

- Used lawfully, fairly and in a transparent manner
- Collected only for valid purposes that have been clearly explained and not used in any way that is incompatible with those purposes
- Relevant to the purposes that have been clearly explained and limited only to those purposes
- Accurate and kept up-to-date
- Kept only as long as necessary for the purposes explained
- Kept securely.

Some important GDPR terms:

Role	Entity	Description
<b>Data subject</b>	Residents and Caregivers	A person who has been identified or can be identified, directly or indirectly and has provided personal data.
<b>Controller</b>	HSPs	The natural or legal person, public authority, agency or other body which determines the purposes and means of the processing of personal data.
<b>Processor</b>	Essence Smart Care	Any entity that processes personal data on behalf of the controller.

Essence Smart Care took steps to ensure that Care@Home™ is GDPR compliant, starting with Release 2.5.1, and is committed to supporting customers and partners providing GDPR compliant services to their users. Refer to the updated, GDPR compliant, EULA, Privacy Notice, release notes and user documentation.

Many of the responsibilities mandated by the GDPR are incumbent on the controller. Essence Smart Care, as processor, helps enable the controller to comply with the regulations. This document describes the data subject’s rights under GDPR and how Care@Home™ ensures that those rights are implemented. When you develop materials for your clients, you may use this document and our

Privacy Notice as suggested text. However, you must ensure that it complies with regulations and your own practices.



**NOTE:** This document is for informational purposes only and in no way shall be interpreted or construed to create any warranties of any kind, either express or implied, regarding the information contained herein. This document is not part of any agreement between Essence and any other entity, and does not constitute, and should not be viewed as legal advice on the GDPR or any other matter. All companies must perform their own thorough review and implementation of GDPR requirements with advice of competent legal counsel.

## 2. Data Security

We are concerned with safeguarding your information. We employ a variety of organizational and technical security measures designed to protect your information from unauthorized access and disclosure.

Your information is protected, in compliance with ISO 27001 standards, using state of the art technical security measures, such as:

- Encryption and authentication mechanisms
- Regular threat and vulnerability assessment
- Physical site security

We also take various organizational measures to ensure data security, such as:

- Lawful data processing reviews
- Privacy impact assessments

## 3. Data Retention

Data should be kept only for as long as is necessary to provide service, or comply with regulations. Administrators should delete inactive users as frequently as local business practices allow. For instructions for deleting a user, refer to ESUG05051 Care@Home Administrator Guide.

## 4. The Right to be Informed

A data subject has the right to ask the company for information about what personal data of theirs is being collected and processed and why. For example, a customer may ask for the list of processors with whom his or her personal data is shared.

In Care@Home™, subjects' information can be collected via a sales representative as part of the customer onboarding process or via either the mobile app or web application.

When using the mobile or web applications, the user is provided with a privacy notice that describes the types of personal data collected and for what purpose.

When collecting the data via a sales representative, the representative needs to provide the privacy information to the subject verbally. The privacy notice is also a part of the contractual agreement with the subject. In either case, it is important to ensure that the privacy notice is clearly presented to the subject using easily understood wording.

The controller is required to document the subject's agreement to the contract.

For a full list of data collected, refer to ESUG05051 Care@Home Administrator Guide.

The Care@Home™ system also collects data from the peripheral devices about the resident's behavior. This data is only processed as part of providing Care@Home™'s services

## 5. The Right to Rectification

If data subjects believe that their personal data may be inaccurate or out of date, they have the ability to request that the data be changed or corrected.

It is important to inform your users of this right during the onboarding process.

Users can make the changes to their personal data themselves using the mobile app or web application. For example, a caregiver can correct their address in the web application. Refer to ESUG05050 Care@Home Caregiver User Guide.

Account Information Jerry Arnold

**Caregiver Information**  
Internal System ID 44

<p><b>Name*</b> Jerry</p> <p><b>Last Name*</b> Arnold</p> <p><b>Identification Number</b> 1862</p> <p><b>Email</b> jerry.arnold@yahoo.com</p> <p><b>Gender</b> Male</p>	<p><b>Birth Date</b> 04/30/1970</p> <p><b>Address</b> 120 Ocean Parkway Brooklyn, NY</p> <p><b>Cell Phone</b> 9175551212</p> <p><b>Home Phone</b> Home Phone</p> <p><b>Language*</b> US English</p>
---	---

Alternatively, users can contact their HSP support and request the changes. The HSP support representative can find instructions for making the necessary changes in ESUG05051 Care@Home Administrator Guide. The HSP can also make changes programmatically using the API. Refer to ESUGSC037 Care@Home API Reference.

## 6. The Right to Restrict Processing

Data subjects have the right to restrict how their personal data is used by the controller.

Care@Home™ needs to process users' data in order to function correctly. If a subject requests to restrict processing, the request can be honored, but this will cause a degradation of the services Care@Home™ can provide.

If a user requests any type of restricted processing, it is important to explain the negative consequences of the restrictions.

Users can implement some restrictions on their own by removing Care@Home™ sensors from specific places or they can contact their HSP support. HSP administrators can disable sensors remotely using the CMS. For specific instructions, refer to ESUG05074 Care@Home CMS Reference Manual.

It is the controller's sole responsibility to check local regulations to ensure that their practices are lawful. For example, some countries bar the collection of national identification numbers.

## 7. The Right to Object

Data subjects have the right to object to the processing of their personal data. Once the subject has informed the controller of the objection, the controller can no longer use the data.

For Care@Home™ users, objecting to data processing means that they can no longer use the service. To object, users can contact their HSP support. HSP administrators can end the user's service. Refer to ESUG05051 Care@Home Administrator Guide.

## 8. The Right to be Forgotten

This right is also known as the right to erasure. Data subjects have the right to request that their data be deleted from the controller's system and servers. This right is not absolute, and controllers can implement the erasure request depending on their backup and retention schedules as well as other applicable laws concerning data retention.

Care@Home™ fully supports deleting user data upon request. HSP administrators can delete data using the web application. Refer to ESUG05051 Care@Home Administrator Guide. The deletion can

also be performed programmatically using the DeleteUser API. Refer to ESUGSC037 Care@Home API Reference.

Recommended best practice is to not delete user data from backups upon request. It is preferred to plan the backup policy to save only information that is required and for only the minimum time required. For guidance in planning your Care@Home™ backup policy, contact Essence support.

## 9. The Right to Access

Data subjects have the right to gain access to personal data that has been collected. This includes the right to receive information about the types of data collected and to receive their actual data.

Care@Home™ supports providing the following from the Care@Home™ database:

- High level description of the types of data collected
- Detailed description of the data collected
- Actual data collected for a specific subject. This data is provided in human readable form according to an Essence format.

For information on how to prepare and provide this data to a customer, contact Essence support.

## 10. The Right to Data Portability

If data subjects want to use their data to receive services from another company, they have the right to request that their personal data be provided in an unencrypted, machine-readable electronic format.

For information on how to prepare and provide this data to a customer, contact Essence support.

## 11. Rights in Relation to Automated Decision Making

Data subjects have the right to object to decisions being made with their personal data using automated processing.

Since Care@Home™ does not implement any automated decision making, there are no steps needed in order to implement this right.



## Appendix A      **Notification Email Template**

We provide the following example of an email that your company can send to its clients. Customize the text with your company name and email before using.

---

The General Data Protection Regulation (GDPR) is a legal framework that seeks to protect EU citizens' privacy by formalizing their rights regarding their personal data. [Your company name] is taking proactive steps to ensure that our practices are compliant, your data is protected, and your privacy is safeguarded, not only in the EU, but worldwide.

Our updated Privacy Notice explains our practices at [Your company name] and the options you have regarding data collected by our system. If you have questions about how to change your settings or update your preferences, please email [Your company email].

You may receive this information from us more than once. We want to ensure that each of our customers receives this important information. We take your privacy and security seriously so that you can continue to use our service with confidence.

If you have any questions, please don't hesitate to email us at [Your company email].

---

## Appendix B Privacy Notice Template

We provide the following text of the Privacy Notice that your company can customize for its own use.

---

# PRIVACY NOTICE

This Privacy Notice is incorporated by reference into the [Your company name] ([Company Abbreviation]) End User License Agreement ("**EULA**") and into the company website.

In this Privacy Notice, we refer to [Your company name] ([Company Abbreviation]) and its subsidiaries and associated companies as "**we**" or "**us**" or "**our**", and we refer to you as "**you**" or "**your**".

We, at [Company Abbreviation], are the data controller for the data practices explained in this Privacy Notice.

We comply with applicable data privacy and protection law. This means that when processing personal information for any purpose we must ensure it is:

- Used lawfully, fairly and in a transparent manner.
- Collected only for valid purposes that have been clearly explained and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up-to-date.
- Kept only as long as necessary for the purposes we have informed you about.
- Kept securely.

## 1. How We Collect Information, for What Purposes and Our Legal Basis for It

This Privacy Notice is to inform you of our policies and procedures regarding the collection, use and disclosure of information we receive when you do any of the following ("**Relevant Services**"):

- You download, install or use an [Company Abbreviation] mobile application
- You use an [Company Abbreviation] web application for the purpose of allowing users to monitor residents and other automated functions locally or remotely.

The legal basis for processing your data is providing you the Relevant Services under the contract you entered into or at your request prior to entering into the contract.

The information that we collect from you is required for us to provide you with the Relevant Services. Our services cannot be provided without this data.

## 1.1. The Personal Information We Collect

In the course of using the Relevant Services, we ask you to provide us with certain personal information ("**Personal Information**").

Personal Information includes, your name, contact details, professional details, login credentials to our services, and your resident domestic behavior.

Some of our services requires other personal data such as age, gender and national ID number.

We do not knowingly collect personal information from children under the age of 18.

## 1.2. Third Parties Receiving Information and International Data Flows

Some of our services rely on third parties with whom we share some user information for the purpose of providing and maintaining these services to our users. We do not rent or sell your information to any third party. These third parties include service providers and administrators.

Any transfer of data outside your region to any third party service provider is done only to countries with adequate data protection, as defined by relevant regulations.

Our services may be accessed internationally by us or by users for the purpose of day to day use or service maintenance.

We reserve the right to disclose any information obtained by us if required by law or by any governmental authority; in case of emergency; or to a successor entity in connection with a merger, acquisition, bankruptcy or sale of all or substantially all of our assets.

## 1.3. Retention Period

We will retain your personal information for as long as you use the Relevant Service, and for a period afterward, as dictated by a reasonable backup policy and any relevant regulations.

## 1.4. Rights

If you are in the EU, you have the right to request access to and rectification or erasure of your personal data, data portability, restriction of processing of your personal data, the right to object to processing of your personal data.

If you are in the EU, then according to Article 77 of the GDPR, you can lodge a complaint to the supervisory authority, in particular in the member state of your residence, place of work or place of alleged infringement of the GDPR. For a list of supervisory authorities in the EU, [click here](#).

To exercise any of these rights, contact your service provider. In some cases, you may be able to perform some of these functions yourself using the software provided. Refer to the relevant user documentation.

Our service does not entail any automated decision making. We provide information and notifications only.

## 1.5. Security

We are concerned with safeguarding your information. We employ a variety of organizational and technical security measures designed to protect your information from unauthorized access and disclosure.

Your information is protected, in compliance with ISO 27001 standards, using state of the art technical security measures, such as:

- Encryption and authentication mechanisms
- Regular threat and vulnerability assessment
- Physical site security

We also take various organizational measures to ensure data security, such as:

- Lawful data processing reviews
- Privacy impact assessments

We cannot guarantee that your personal information or private communications will always remain private and secure. We are obliged to notify you of any security breach resulting in high risk of private data exposure.

## 1.6. Cookie Policy

Like many websites and applications, we use "cookies" to collect information. A cookie is a small data file that we transfer to your computer or mobile device for record-keeping purposes. You can instruct your browser or device, 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 Relevant Services. We may present links in a format that enables us to keep track of whether these links have been followed.

## 2. Contacting Us

If you have any concerns or questions about this Privacy Notice or would like to lodge a complaint, please contact our data protection officer or our EU representative at [Contact phone], [Contact email].

## Appendix C      **End User License Agreement and Terms & Conditions Template**

We provide the following text of the End User License Agreement and Terms & Conditions Template that your company can customize for its own use. When presenting this together with the Privacy Notice, make sure that they are conspicuously separated so that is clear that they are two distinct documents.

---

---

# End User License Agreement and Terms & Conditions

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

## Definitions

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

"The Company": [Your company name]

"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 parties' services and applications.

"Service Provider": the entity (not being the Company) that provides services and/or call center services and/or other services that 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 Privacy Notice.

## Article I - SCOPE OF USE

- a. 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;
- b. 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.
- c. 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.
- d. 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

- a. 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.

- b. **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.
- c. **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**

- a. 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.

- b. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE(S), OR LOSS OF DATA THAT RESULTS FROM USING THE APPLICATION.
- c. 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.
- d. 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.
- e. 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 AT. 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.
- f. 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.
- g. 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.

- h. 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.
- 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.
- j. YOU EXPLICITLY ACKNOWLEDGE THAT THE APPLICATION ARE NOT A MEDICAL OR LIFESAVING DEVICE, PRODUCT OR SERVICE; DO 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.
- k. 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, THIRD PARTY, 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

- a. The Application is designed to provide information regarding the Monitored Party and related and/or additional activities as such may be from time to time. Company shall have no responsibility for failure of data transmission, corruption or unauthorized access.
- e. 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.

- f. 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 from your enabled cellular device excluding information regarding login/ logout from the Application and all Application usage.
- g. 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

- a. 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.

- b. This Terms and Conditions, and any new versions, between the Company and you, covers 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

- a. 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.
- b. 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.
- c. 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.
- d. 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, eliminated, and 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.
- e. 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 [Company's country] 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 [Court location], to resolve any legal matter arising from these Terms and Conditions.

## Legal Notice

*Usage of this document, and all information (including product information) provided within, are subject to the following terms and conditions, and all applicable laws. If you do not agree with these terms, please do not access or use the remainder of this document.*

*This document contains highly confidential information, which is proprietary to Essence Smart Care Ltd. and/or its affiliates (hereafter, "Essence"). No part of this document's contents may be used, copied, disclosed or conveyed to any third party in any manner whatsoever without prior written permission from Essence.*

*The information included in this document is intended for your knowledge and for negotiation purposes only. Essence makes no implicit representations or warranties with respect to such information.*

*The information included in this document is subject to change without notice. Any decision to rely on the information contained herein shall be at your sole responsibility, and Essence will not accept any liability for your decision to use any information or for any damages resulting therefrom.*

*Certain laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you.*

*By using the information contained herein, you agree that the laws of the State of Israel, without regard to principles of conflict of laws, will govern any dispute of any sort that might arise between you and Essence regarding the information contained herein, and any such dispute shall be settled exclusively in the competent courts of Tel Aviv-Jaffa, Israel.*

*All registered or unregistered trademarks, product names, logos and other service marks mentioned within this document are the property of Essence, or their respective owners. Nothing contained herein shall be construed as conferring by implication, estoppels, or otherwise any license or right, either express or implied, under any patent or trademark of Essence or any third party. No use of any trademark may be made without the prior written authorization of Essence.*

*This document and all of its contents are protected intellectual property of Essence. Any copying, reprinting, reuse, reproduction, adaptation, distribution or translation without the prior written permission of Essence is prohibited.*

*Please check your End User License Agreement (EULA) for terms and conditions.*

*© 2018 All rights reserved to Essence Smart Care Ltd.*

For more information, please contact:

Essence Smart Care Ltd.  
12 Abba Eban Avenue,  
Ackerstein Towers Bldg. D  
Herzliya Pituach, 4612001 Israel  
[www.essence-grp.com](http://www.essence-grp.com)  
Tel: +972-73-2447777  
Fax: +972-9-7729962