



# PRIVACY POLICY

Last updated [22 March 2023]

4Sight Holdings Ltd (“4SIGHT”) is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the <https://www.4sight.cloud> website (“4Sight Website”) and governs data collection and usage. By using the Website, you consent to the data practices described in this statement.

## 1. COLLECTION OF YOUR PERSONAL INFORMATION

- 1.1 4SIGHT collects personally identifiable information, including without limitation, e-mail address, first name, last name, or telephone number. 4SIGHT also collects anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favourites.
- 1.2 There is also information about your computer hardware and software that is automatically collected by 4SIGHT. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used by 4SIGHT for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the 4Sight Website.
- 1.3 Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through 4SIGHT public message boards, this information may be collected and used by others. Note: 4SIGHT does not read any of your private online communications.
- 1.4 4SIGHT encourages you to review the privacy statements of websites you choose to link to from 4SIGHT so that you can understand how those websites collect, use and share your information. 4SIGHT is not responsible for the privacy statements or other content on websites outside of the 4SIGHT and 4SIGHT family of Websites.

## 2. USE OF YOUR PERSONAL INFORMATION

- 2.1 4SIGHT collects and uses your personal information to operate the 4Sight Website and deliver the services you have requested. 4SIGHT also uses your personally identifiable information to inform you of other products or services available from 4SIGHT and its affiliates. 4SIGHT may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

- 2.2 4SIGHT does not sell, rent or lease its customer lists to third parties. 4SIGHT may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail address, first name, last name, or telephone number) is not transferred to the third party. In addition, 4SIGHT may share data with trusted partners to help us perform statistical analysis, send you e-mail or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to 4SIGHT, and they are required to maintain the confidentiality of your information.
- 2.3 4SIGHT does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.
- 2.4 4SIGHT keeps track of the websites and pages our customers visit within 4SIGHT, in order to determine what 4SIGHT services are the most popular. This data is used to deliver customized content and advertising within 4SIGHT to customers whose behavior indicates that they are interested in a particular subject area.
- 2.5 4Sight Website(s) 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 to: (a) conform to the edicts of the law or comply with legal process served on 4SIGHT or the Website; (b) protect and defend the rights or property of 4SIGHT; and, (c) act under exigent circumstances to protect the personal safety of users of 4SIGHT, or the public.

### **3. USE OF COOKIES**

- 3.1 The 4Sight Website use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you.
- 3.2 One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize 4SIGHT pages, or register with 4Sight Website or services, a cookie helps 4SIGHT to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same 4Sight Website, the information you previously provided can be retrieved, so you can easily use the 4SIGHT features that you customised.
- 3.3 You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the 4SIGHT services or 4Sight Website(s) you visit.

### **4. SECURITY OF YOUR PERSONAL INFORMATION**

- 4.1 4SIGHT secures your personal information from unauthorised access, use or disclosure. 4SIGHT secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorised access, use or disclosure. When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer ("SSL") protocol.

## 5. CHANGES TO THIS STATEMENT

- 5.1 4SIGHT will occasionally update this Statement of Privacy to reflect company and customer feedback. 4SIGHT encourages you to periodically review this Statement to be informed of how 4SIGHT is protecting your information.

## 6. CONTACT INFORMATION

- 6.1 4SIGHT welcomes your comments regarding this Statement of Privacy. If you believe that 4SIGHT has not adhered to this Statement, please contact 4SIGHT at [info@4sight.cloud](mailto:info@4sight.cloud). We will use commercially reasonable efforts to promptly determine and remedy the problem.

## 7. DISCLAIMER

### 7.1 Agreement between the user and 4SIGHT:

7.1.1 The 4Sight Website is comprised of various Web pages operated by 4SIGHT.

7.1.2 The 4Sight Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the 4Sight Website constitutes your agreement to all such terms, conditions, and notices.

### 7.2 Modification of these terms of use:

7.2.1 4SIGHT reserves the right to change the terms, conditions, and notices under which the 4Sight Website is offered, including but not limited to the charges associated with the use of the 4Sight Website.

### 7.3 Link to Third Party Sites:

7.3.1 The 4Sight Website may contain links to other websites ("**Linked Sites**"). The Linked Sites are not under the control of 4SIGHT and 4SIGHT is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. 4SIGHT is not responsible for webcasting or any other form of transmission received from any Linked Site. 4SIGHT is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by 4SIGHT of the site or any association with its operators.

### 7.4 No unlawful or prohibited use:

7.4.1 As a condition of your use of the 4Sight Website, you warrant to 4SIGHT that you will not use the 4Sight Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the 4Sight Website in any manner which could damage, disable, overburden, or impair the 4Sight Website or interfere with any other party's use and enjoyment of the 4Sight Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the 4Sight Websites.

## 7.5 Use of Communication Services:

- 7.5.1 The 4Sight Website may contain chat areas, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with 4SIGHT or with a group (collectively, "**Communication Services**"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:
- 7.5.1.1 Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
  - 7.5.1.2 Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
  - 7.5.1.3 Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
  - 7.5.1.4 Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
  - 7.5.1.5 Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
  - 7.5.1.6 Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
  - 7.5.1.7 Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
  - 7.5.1.8 Restrict or inhibit any other user from using and enjoying the Communication Services.
  - 7.5.1.9 Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
  - 7.5.1.10 Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
  - 7.5.1.11 Violate any applicable laws or regulations.
- 7.5.2 4SIGHT has no obligation to monitor the Communication Services. However, 4SIGHT reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. 4SIGHT reserves the right to

terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

- 7.5.3 4SIGHT reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in 4SIGHT sole discretion.
- 7.5.4 Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. 4SIGHT does not control or endorse the content, messages or information found in any Communication Service and, therefore, 4SIGHT specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized 4SIGHT spokespersons, and their views do not necessarily reflect those of 4SIGHT.
- 7.5.5 Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

## **8. MATERIALS PROVIDED TO 4SIGHT OR POSTED AT ANY 4SIGHT WEBSITE**

- 8.1 4SIGHT does not claim ownership of the materials you provide to 4SIGHT (including feedback and suggestions) or post, upload, input or submit to any 4Sight Website or its associated services (collectively "**Submissions**"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting 4SIGHT, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.
- 8.2 No compensation will be paid with respect to the use of your Submission, as provided herein. 4SIGHT is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in 4SIGHT's sole discretion.
- 8.3 By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## **9. LIABILITY DISCLAIMER**

- 9.1 THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE 4SIGHT WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. 4SIGHT AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE 4SIGHT WEBSITE AT ANY TIME. ADVICE RECEIVED VIA THE 4SIGHT WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

- 9.2 4SIGHT AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE 4SIGHT WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. 4SIGHT AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- 9.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 4SIGHT AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE 4SIGHT WEBSITE, WITH THE DELAY OR INABILITY TO USE THE 4SIGHT WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE 4SIGHT WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF 4SIGHT WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF 4SIGHT OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE 4SIGHT WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE 4SIGHT WEB SITE.

## **10. TERMINATION/ACCESS RESTRICTION**

- 10.1 4SIGHT reserves the right, in its sole discretion, to terminate your access to the 4Sight Website and the related services or any portion thereof at any time, without notice. Use of the 4Sight Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and 4SIGHT as a result of this agreement or use of the 4Sight Website. 4SIGHT's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of 4SIGHT's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the 4Sight Website or information provided to or gathered by 4SIGHT with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and 4SIGHT with respect to the 4Sight Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and 4SIGHT with respect to the 4Sight Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

## **11. COPYRIGHT AND TRADEMARK NOTICES**

- 11.1 All contents of the 4Sight Website are: © 4Sight Holdings Ltd 2022 and/or its suppliers. All rights reserved.

## **12. TRADEMARKS**

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- 12.2 The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.
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