

NESS PRIVACY POLICY

Posted date:

Effective date:

Ness App LLC operates the <https://www.Nessappllc.com> website and the mobile application Colog, a mobile image sharing platform. We respect the privacy of every person who visits the <https://www.Nessappllc.com> website, uses Colog, or uses the Services made available by us and we are committed to ensuring a safe online experience.

This Ness App LLC Privacy Policy ("**Policy**" accessed at <https://www.Nessappllc.com/privacy>) describes how NESS App LLC ("**NESS**", "**we**," "**us**," "**our**") collect, use and otherwise process the personal information we collect about our customers, purchasers, and/or users ("**User**", "**you**", or "**your**") of our websites, software, apps and other services (collectively, our "**Services**").

It is important that you carefully read and understand the terms and conditions of this Policy. By accessing our Services, you are providing your consent to our collection, use and disclosure of information about you as described in this Policy. Additionally, our Terms of Use are incorporated by reference into this Policy. If you do not agree to these terms and conditions of the Policy, you are not authorized to use the Services or communicate with us via the Services.

Please note that this Policy contains disclaimers of warranties and limitations on liability that may be applicable to you.

1. Personal Information. In this Policy, our use of the term "personal information" includes other similar terms under applicable privacy law such as "personal data" and "personally identifiable information." In general, personal information includes any information that identifies, relates to, describes, or is reasonably capable of being associated, or reasonably linked or linkable with a particular individual.
2. Collection and Use of Information. NESS collects information that you provide us directly or automatically when you use our Services. This information may include data collected about your name, email address, phone number, time zone, location information, images uploaded by you, videos uploaded by you, your contacts, and Services usage. We may use the information for purposes such as to improve the quality of our Services, personalize your experience, display relevant advertising, evaluate the success of our advertising, provide customer support, message you (in ways described by this privacy policy and managed by you in your account settings), enhance the security of our Services, fulfill transactions authorized by you, and comply with legal obligations.
3. Legal Bases for Processing Your Data. Pursuant to the EU General Data Protection Regulation (GDPR), the UK Data Protection Act 2018, the California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRPA), the Virginia Consumer Data Protection Act

(VCDPA), the Colorado Privacy Act (CPA), the Utah Consumer Privacy Act (UCPA), the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA), the Brazil General Data Protection Law (LGPD), and other privacy laws and regulations, in general, we process your personal information for the following legal bases:

- a. Performance of our contract with you.
- b. To comply with a legal obligation to which NESS is subject.
- c. For our legitimate business interests.
- d. With your consent.

4. Purposes of Use and Processing. While the purposes for which we may process personal information will vary depending upon the circumstances, in general, we use personal information for the business and commercial purposes set forth below:

- a. Providing our Services and related support.
- b. Protecting the integrity of the Services.
- c. Analyzing and improving the Services and our business.
- d. Personalizing the Services.
- e. Advertising, marketing, and promotional purposes.
- f. Securing and protecting our business.
- g. Defending our legal rights.
- h. Auditing, reporting, corporate governance.
- i. Complying with legal obligations.

5. Investigations. NESS may investigate and disclose information from or about you, as permitted by applicable law, if we have a good faith belief that such investigation or disclosure is (a) reasonably necessary to comply with legal process and law enforcement instructions and orders, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; (b) helpful to prevent, investigate, or identify possible wrongdoing in connection with the Services; or (c) helpful to protect our rights, reputation, property, or that of our users, subsidiaries, or the public.

6. Vendors and Service Providers. We may engage vendors, agents, service providers, and affiliated entities to provide services to us or to Users on our behalf, such as support for the internal operations of our Services, online stores (including payment processors), products and services (e.g., forum operations, and technical support processing), as well as related offline product support services, data storage and other services. In providing their services, they may access, receive, maintain, or otherwise process personal information on our behalf. Our contracts with these service providers do not permit the use of your personal information for their own marketing and other purposes. These disclosures are generally made under terms comparable to this Policy, and the recipients are limited to using the information for the purpose for which it was provided. We may disclose automatically collected and other aggregate non-personally identifiable information with interested third parties, to assist such parties in understanding the usage, viewing, and demographic

patterns for certain programs, content, services, advertisements, promotions, and/or functionality on our Service.

7. Business Transfers. If NESS is acquired by or merged with another entity, if substantially all our assets are transferred to another company, or as part of a bankruptcy proceeding, NESS may transfer the information we have collected about you to the other company.
8. Log Data. Whenever you use our Service, NESS collects information that your browser and our applications send to us that is called Log Data. This Log Data may include information such as your Internet Protocol (“IP”) address, browser version, pages of our Services that your pages, and other statistics. We may collect additional mobile application data including device type (e.g., smartphone, tablet), device model, operating system version, unique device identifiers (e.g., IMEI, MAC address), and mobile network information (e.g., carrier name, connection type). While using our Services, we may automatically collect data on how you interact with and use our services, including date and time of access, app features or pages visited, duration of your sessions, actions taken within the app, and error logs.
9. Cookies and Other Tracking Technologies. NESS, and third parties we interact with use cookies, web beacons, local shared objects (sometimes called flash cookies), and similar technology in connection with your use of our Services and third-party websites (collectively referred to in this policy as “**Cookies**”). Cookies are small data files that may have unique identifiers, and reside, among other places, on your computer or mobile device, in emails we send to you, and on our Service. We may use Cookies to transmit information about you and your use of our Service, such as your operating system, language preferences, referring URLs, device name, country, and location. When we use Cookies, we do so to further Services features and processes, facilitate relevant advertising, and help learn more about how users engage with our Service. Cookies may be persistent or stored only during an individual session.
10. Information Security and Accuracy. NESS intends to protect your personal information and to maintain its accuracy. We implement reasonable physical, administrative, and technical safeguards to help us protect your personal information from unauthorized access, use and disclosure. For example, we encrypt certain sensitive personal information such as credit card information when we transmit such information over the Internet. We also require that our suppliers protect such information from unauthorized access, use and disclosure.
11. Retention Period. NESS will not retain personal information longer than necessary to fulfill the purposes for which it is processed, including the security of our processing complying with legal and regulatory obligations (e.g. audit, accounting and statutory retention terms), handling disputes, and for the establishment, exercise or defense of legal claims in the countries where we do business. If you wish to cancel your account or request that we no longer use your personal information to provide the Services to you, please contact us as set forth below, in Section 16, Contact Details. However, if you withdraw consent or

otherwise object to our collection, use and disclosure of your personal information, you may not be able to use the Services. Further, to the extent permitted by applicable law, we will retain and use your personal information as necessary to comply with our legal obligations, resolve disputes, maintain appropriate business records, and enforce our agreements.

12. Links to Other Sites. Our Services contain links to other sites that are not controlled by NESS. Please be aware that we are not responsible for the privacy practices of such other sites. We encourage you to be aware when you leave our Services and read the privacy policies of each site you visit. This privacy policy applies only to information collected by our Services.
13. Notice. By use of our Service, you consent to receive electronic communications from NESS. You also agree that any such communications satisfy any legal requirement to make such communications in writing under this Policy or under any applicable laws or regulations. Specifically, we may provide notice to you by sending an email to the address that you provided as part of your registration for our Services. Any notice to NESS will be provided by both (a) send via an email to privacy@nessapllc.com; and (b) providing a copy by certified mail, return receipt requested to: Ness App LLC., 90 State Street, STE 700 Office 40 Albany, NY 12207, ATTN: Legal.
14. Governing Law & Venue. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Texas. Harris County in the state of Texas shall be the exclusive forum for any mediation, arbitration, litigation, or dispute resolution.
15. Contact Details. If you have any questions, complaints or comments regarding our Policy or practices, please submit a request by emailing privacy@nessapllc.com or by postal mail at Ness App LLC., 90 State Street, STE 700 Office 40 Albany, NY 12207, Attention: Privacy.
16. Right to Change Terms. We reserve the right at any time, with or without cause, to (a) change the terms and conditions of this Policy; (b) change our Services, including eliminating or discontinuing any feature of our Service; or (c) deny or terminate your use of and/or access to our Service. Any changes we make will be effective immediately upon our making such changes available on our Service, with or without additional notice to you. You agree that your continued use of our Services after such changes constitutes your acceptance of such changes. You hereby acknowledge that you have carefully read all the terms and conditions of our Privacy Policy (which can be accessed at <https://www.nessapllc.com/privacy> and agree to all such terms and conditions. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement. If we make a material change to our Privacy Statement, we will post a notice at the top of this page for 30 days. BY CONTINUING TO USE OUR SERVICES AFTER SUCH

REVISION TAKES EFFECT, WE CONSIDER THAT YOU HAVE READ, UNDERSTOOD THE CHANGES AND AGREE TO BE BOUND BY THE MODIFIED PRIVACY POLICY.

17. California Residents. This section applies only to California consumers. It describes how we collect, use, and share California consumers' Personal Information in our role as a business, and the rights applicable to such residents. If you are unable to access this Privacy Policy due to a disability or any physical or mental impairment, please contact us and we will arrange to supply you with the information you need in an alternative format that you can access. For purposes of this section "Personal Information" has the meaning given in the California Consumer Privacy Act ("CCPA"). We might collect the following statutory categories of Personal Information:

- a. Personal Information: Your personal information includes all the data you provide us with when you sign up for an account or enroll in our services, including your name, email address, telephone number. If you make a payment for services, your card information is not held by us, it is collected by our third-party payment processors, who specialize in the secure online capture and processing of card transactions.
- b. Geolocation data, such as IP address. We collect this information from your device.
- c. Inferences.
- d. Other personal information, for instance when you interact with us online, by phone or mail in the context of receiving help through our help desks or other support channels; participation in customer surveys or contests; or in providing the Service.

As a California Resident, you have certain rights regarding the Personal Information we collect or maintain about you. Please note these rights are not absolute, and there may be cases when we decline your request as permitted by law.

- a. The right of access means that you have the right to request that we disclose what Personal Information we have collected used and disclosed about you in the past 12 months.
- b. The right of deletion means that you have the right to request that we delete Personal Information collected or maintained by us, subject to certain exceptions.
- c. The right to non-discrimination means that you will not receive any discriminatory treatment when you exercise one of your privacy rights.

As a California Resident, you can exercise your rights yourself or you can alternatively designate an authorized agent to exercise these rights on your behalf. Please note that to protect your Personal Information, we will verify your identity by a method appropriate to the type of request you are making. We may also request that your authorized agent have written permission from you to make requests on your behalf, and we may also need to verify your authorized agent's identity to protect your Personal Information. Please use the contact details above if you would like to:

- a. Access this policy in an alternative format,

- b. Exercise your rights,
- c. Learn more about your rights or our privacy practices, or
- d. Designate an authorized agent to make a request on your behalf.

18. European Union, UK, and similar jurisdictions. Subject to the conditions set out in the applicable law, Users in in the European Union/European Economic Area, and the United Kingdom (as well as in other jurisdictions where similar rights apply) have the following rights regards our processing of their personal information:

- a. Right of access: If you ask us, we will confirm whether we are processing your personal information and, if necessary, provide you with a copy of that personal information (along with certain other details).
- b. Right to correction (rectification): If the personal information we hold about you is inaccurate or incomplete, you are entitled to request to have it corrected. If you are entitled to have information corrected and if we have shared your personal information with others, we will let them know about the rectification where possible.
- c. Right to erasure: You can ask us to delete your personal information in some circumstances, such as where we no longer need it or if you withdraw your consent (where applicable). If you request that we delete your personal information, we may do so by deleting your account(s) with us.
- d. Right to restrict (block) processing: You can ask us to restrict the processing of your personal information in certain circumstances, such as where you contest the accuracy of that personal information, or you object to our use or stated legal basis.
- e. Right to data portability: You have the right, in certain circumstances, to receive a copy of personal information we have obtained from you in a structured, commonly used, and machine-readable format, and to reuse it elsewhere or to ask us to transfer this to a third party of your choice.
- f. Right to object: Where our processing is based on our legitimate interests, we must stop such processing unless we have compelling legitimate grounds that override your interest or where we need to process it for the establishment, exercise, or defense of legal claims. Where we are relying on our legitimate interests, we believe that we have a compelling interest in such processing, but we will individually review each request and related circumstances.
- g. Right to object to marketing: You can ask us to stop processing your personal information to the extent we do so based on our legitimate interests for marketing purposes. If you do so, we will stop such processing for our marketing purposes.
- h. Right not to be subject to automated decision-making: You have the right not to be subject to a decision when it is based on automatic processing if it produces a legal effect or similarly significantly affects you unless it is necessary for entering into or performing a contract between us. NESS does not engage in automated decision-making.
- i. Right to withdraw your consent: In the event your personal information is processed based on your consent, you have the right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

- j. Right to lodge a complaint: You also have the right to lodge a complaint with a supervisory authority if you consider that our processing of your personal information infringes the law.

Please note that some of these rights may be limited, such as where we have an overriding interest or legal obligation to continue to process the data. Please contact us using the information set out above, in Section 15. Contact Details, if you wish to exercise any of your rights or if you have any enquiries or complaints regarding the processing of your personal information by us.

- 19. Enforceability. If any provision of this Policy is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Policy and shall not affect the validity and enforceability of any remaining provisions.
- 20. Entire Agreement. This Policy, along with the Terms of Use, constitute the entire terms with respect to the relationship between NESS and you and supersedes all prior agreements, whether written or oral, concerning such relationship. This Policy may not be changed, waived, or modified except by NESS as provided herein or otherwise by written instrument signed by NESS.