

Privacy Policy

This Privacy Policy describes Enight, Inc.'s ("Enight" or "we" or "us" or "our") practices regarding the collection, use, maintenance, protection, and disclosure of the information we collect from and about you and your clients or customers when you use Enight web-based or mobile applications, including the Enight platform, and applies to all of our websites, including any websites owned, operated or sponsored by any of our subsidiaries or affiliates (the "Service"). However, we may add to, or supersede, certain provisions of the following terms and conditions with other provisions located in other parts of our Service.

By accessing or using the Service, you agree to this Privacy Policy. If you do not agree with this Privacy Policy, your only recourse is to not use the Service. You should review this Privacy Policy regularly as it may change at any time at our sole discretion. Enight may modify, add or remove portions of this Privacy Policy at any time by updating this web page. Please check back to this area of the website to look for changes in this Privacy Policy. Your continued use of the Service after we make changes is deemed to be acceptance of those changes. If any change to this Privacy Policy is unacceptable to you, your only recourse is to terminate your use of the Service.

Scope of Privacy Policy

This Privacy Policy only addresses the use, maintenance, protection, and disclosure by Enight of information Enight collects from you or your clients or customers. However, this website may contain links to other sites, and we may engage third party suppliers or service providers, each of which may adhere to their own privacy customs and policies. Enight does not control the content or privacy policies of such websites or the privacy policies of such third parties. Enight accepts no responsibility or liability for privacy or other issues related to the collection or use of your information by such other sites or third parties.

This Privacy Policy does not supersede the terms contained in [Legal Notices](#) that govern your use of this website. Any conflict between the two shall be determined in favor of the terms contained in [Legal Notices](#).

Additionally, this Privacy Policy does not supersede the terms of any separate agreement entered into between you and Enight. Any conflict between the two shall be determined in favor of the terms contained in the agreement. For example, this Privacy Policy does not supersede any agreement entered into by you and Enight, where we have the role of processor or service provider.

Additionally, our customers' privacy policies may be different from ours, and we are not responsible for those practices. For information about the privacy practices of our customers who use our products and services as a controller, please contact that customer directly.

Minors

Our Service is not directed to persons under 16 years of age. No one under the age of 16 may provide any information to the Service. Ensignt does not knowingly collect or solicit personal information from anyone under the age of 16. If you are under 16, do not access, use, or provide any information on the Service. If we become aware that we have collected personal information from a child under the age of 16 without verification of parental consent, we will take steps to remove that information. If you believe that we might have any information from or about a child under 16, please contact us at privacy@ensightcloud.com. Residents of certain states under 13, 16, or 18, may have additional rights regarding collection and sale of their personal information.

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Services, including information:

- By which you may be personally identified, such as name, email address, telephone number, residential state, birth year, postal address, username and password (“personal information”);
- That is about you but individually does not identify you; and
- About your internet connection, the equipment you use to access our Services, and usage details.

We collect this information:

- Directly from you when you provide it to us;
- Automatically as you navigate through the Services. Information collected automatically may include computer operating system type, browser type, browser language, usage details, IP addresses, and information collected through cookies; and
- From third parties you may do business with and whom you have given your consent to share your details with us, such as our customers, insurance carriers, distributors, etc.

Even if you are not a registered user of our Service, if you email us, we may retain a record of such email communication, including your email address, the content of your email, and our response.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Service and its contents to you;
- To operate, maintain, and improve sites, products, and services;
- To provide you with information, products or services that you request from us;
- To respond to comments and questions and provide customer service;

- To fulfill any other purpose for which you provide it;
- To send you Service-related notices, invoices, updates, security alerts, and support and administrative messages (including any notices required by law, in lieu of communication by postal mail);
- To carry out our obligations and enforce our rights arising from any agreements entered into between you and us, including for billing and collection;
- To notify you about changes to our Service or any products or services we offer or provide through it;
- To communicate about promotions, upcoming events, and other news about products and services offered by you and your selected partners;
- To allow you to participate in interactive features on our Service;
- To perform benchmarking or conduct research;
- To perform services for our customers, insurance carriers, distributors, and any other entity we do business with who you have given consent to share your details with us;
- To help us create a better experience for users of our Service by aggregating the information; (For example: we may upgrade those parts of the Ensign website that are heavily visited or optimize the website to work more efficiently with certain operating systems. This is all done without our knowing your name or other personal identifying information. When you visit the Ensign website you are anonymous, unless you chose to identify yourself to us.); and
- To help provide you with statistical information related to products offered by you to your clients or customers by aggregating the information.

You can be assured that all such information is kept in secured databases. Ensign treats this information as confidential. Ensign will use the information collected solely to satisfy your requests for information. We do not sell, rent, or exchange any of the personal information collected on our website.

We may also use your email address to send you announcements and information about other products or services (including third party services) that you may be interested in (together, the “Marketing Messages”). You may opt-out of receiving Marketing Messages at any time by following the instructions provided in the Marketing Message. Through your account interface, you may also opt-out of receiving categories of Service-related notices that are not deemed by Ensign to be integral to your use of the Service.

We may disclose aggregate non-personally identifiable information (such as aggregate and anonymous usage data, platform types, etc.) about the overall use of our Service publicly or with interested third parties to help them understand, or to help us to improve, the Service.

The technologies we use for this automatic data collection may include cookies and web bugs:

A cookie is a small piece of information that a website sends to your computer, which is stored in a file on your hard drive. The next time you visit our website, we may use the information stored in your cookie file to facilitate your use of our website. For example, we may use your

cookie file to store a password so that you do not have to input it every time you move to a different section of a password protected portion of our website. A cookie does not tell us your individual identity unless you have chosen to provide it to us. Most cookies expire after a defined period of time, or you can delete your cookie file at any time you choose. In addition, you can set your browser to notify you when you receive a cookie so that you can decide whether to accept or reject it.

A web bug (or web beacon) is a tiny graphical image that is typically on a web page. Somewhat like a cookie, a web bug can tell us information such as what kind of browser is being used and what time of day this page was accessed. Some web bugs can include information such as your IP address. Some technologies will notify you of the presence of web bugs, but browsers typically do not notify you of them.

How We Share Your Information

We do not sell or share information about you to unrelated companies for their independent use as those terms are defined by the California Consumer Privacy Act. We may share your personal information with:

- The companies in our corporate group;
- Our personnel, subcontractors, agents and advisors who have a need for that information as they assist us in running our business, this website or providing related services;
- Our subcontractors, suppliers and advisors to the extent necessary and relevant for the provision of our services;
- Third parties known as processors; and
- Those other persons we believe are reasonably necessary to comply with our legal and regulatory requirements and/or exercise any rights we have under our contracts.

We may also sell or share information that has been deidentified or aggregated with third party information.

How We Protect Your Information

The security of your information is important to us. When you enter sensitive information (such as personal information) as part of our Service, we take appropriate steps and encrypt the transmission of that information using industry-standard encryption. Ensign uses commercially reasonable and industry-standard physical, managerial, and technical safeguards designed to preserve the integrity and security of your information.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our commercially reasonable best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Service.

Additional Rights

Applicable laws may give you additional rights that are not described in this online privacy policy.

State consumer privacy laws may provide their residents with additional rights regarding our use of their personal information.

California, Colorado, Connecticut, Delaware, Florida, Indiana, Iowa, Montana, Oregon, Tennessee, Texas, Utah, and Virginia provide (now or in the future) their state residents with rights to:

- Confirm whether we process their personal information.
- Access and delete certain personal information.
- Correct inaccuracies in their personal information, taking into account the information's nature processing purpose (excluding Iowa and Utah).
- Data portability.
- Opt-out of personal data processing for:
 - targeted advertising (excluding Iowa);
 - sales; or
 - profiling in furtherance of decisions that produce legal or similarly significant effects (excluding Iowa and Utah).
- Either limit (opt-out of) or require consent to process sensitive personal data.

The exact scope of these rights may vary by state. To the extent we collected your information directly, and not as a result of our customers, and to exercise any of these rights please email: privacy@ensightcloud.com.

LEGAL NOTICES

Please read the following terms and conditions carefully before using this website or any of our other websites or services (the "Service"). You should review these terms and conditions regularly as they may change at any time at our sole discretion. The legal name for the company is Ensign, Inc ("Ensign" or "we" or "us" or "our"). The following terms and conditions apply to all of our Service, including any websites owned, operated or sponsored by any of our subsidiaries.

1. Liability

UNDER NO CIRCUMSTANCES SHALL ENSIGHT BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM YOUR USE OF, OR INABILITY TO USE, THIS SERVICE.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

THIS SERVICE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. Disclaimer

The descriptions of policies are intended solely for informational purposes. They are not intended to set forth legal rights, duties or privileges nor are they intended to provide legal advice or amend, alter or replace policy information. Ensign is not responsible for any compliance issues that may arise from custom mapping performed by the user.

3. Third Party Content

LINKS TO THIRD PARTY WEBSITES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT IN ANY LINKED WEBSITES IS NOT UNDER OUR CONTROL AND WE ARE NOT RESPONSIBLE FOR IT.

We reserve the right to terminate a link to a third party website at any time. The fact that we provide a link to a third party website does not mean that we endorse, authorize or sponsor that website, nor that we are affiliated with the third party website's owners or sponsors.

4. Intellectual Property Rights

Other parties' trademarks, copyrights, and services marks that may be referred to are the property of their respective owners. Nothing on this Service should be construed as granting, by implication, waiver, estoppel, or otherwise, any license or right to use any trademark without

our written permission. The Ensign logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on this Service, without prior written permission. You are not authorized to use our logo as a hyperlink to this Service unless you obtain our written permission in advance.