



PRIVACY POLICY

PACTIM

Effective Date: 19 August 2026

This Privacy Policy updates and replaces the Privacy Policy presently published on the PACTIM website. It retains the current operational commitments where appropriate and expands them to reflect the Platform's actual functionality and international user base.

OVERVIEW

Data Controller / Operator: ESR PARADISE HOLDING LTD., company number 1501564 (IBC)

Registered Office: 211 Church Street, Sandyport, West Bay Street, P.O. Box SP-64425, New Providence, The Bahamas

Website: www.pactim.com

Privacy Contact: rangy68@pactimapp.com

1. INFORMATION WE COLLECT

Depending on how you access and use the Platform, PACTIM may collect the following categories of personal information:

1.1 Account and Identity Information

This may include your name, email address, telephone number, gender, date of birth, profile photograph, username, login credentials and other information provided when creating or maintaining your PACTIM account.

1.2 Professional Information

Where you create or maintain a professional or Practitioner profile, PACTIM may collect information relating to your profession, qualifications, education, professional registrations, certifications, work history, areas of expertise and other information relevant to your professional profile or Practitioner verification.

1.3 Contact and Communication Information

PACTIM may collect information you provide when communicating with us, including correspondence, enquiries, support requests, complaints, reports and other communications with PACTIM.

1.4 User Content

PACTIM may collect and process information and content that you voluntarily submit, upload, publish or otherwise make available through the Platform, including posts, comments, messages, photographs, images, videos, reviews, group discussions and other User Content.

1.5 Health Related Information

Where the Platform permits Users to voluntarily provide information relating to their health, medical history, medical conditions, treatment, wellbeing or other health related matters, PACTIM may collect and process such information. Health related information may constitute sensitive or special category personal information under applicable law and will be processed in accordance with the **Health Related Information** section of this Privacy Policy.

1.6 Device and Technical Information

PACTIM may collect information relating to the device and technology you use to access the Platform, including your device type, operating system, application version, IP address, browser information, device identifiers, application identifiers, network information, crash information and other technical information.

1.7 Usage and Activity Information

PACTIM may collect information concerning your use of the Platform, including pages, profiles or features accessed, searches, interactions, likes, comments, messages, groups joined, content viewed and other activity undertaken through the Platform.

1.8 Location Information

Where you grant the relevant device permission and the functionality is enabled, PACTIM may collect precise location information, including GPS based location information, for purposes such as providing location enabled functionality, improving the Platform and supporting security and fraud prevention.

You may control location permissions through your device settings. Disabling location access may affect certain Platform functionality.

1.9 Cookies and Similar Technologies

PACTIM may collect information through cookies, local storage, software development kits, pixels, device identifiers and other similar technologies. These technologies may collect information relating to your device, activity and interactions with the Platform for purposes described in the **PACTIM Cookie and Similar Technologies Policy**.

1.10 Verification and Security Information

Where applicable, PACTIM may collect information provided for identity, age, professional credential or Practitioner verification, together with information generated through security, fraud prevention, moderation and abuse detection processes.

PACTIM will only collect and process personal information for lawful and specified purposes and in accordance with applicable data protection and privacy laws. The particular information collected will depend on the features of the Platform that you use, the permissions you grant and the information you choose to provide.

2. HOW WE USE PERSONAL INFORMATION

PACTIM may use personal information for the following purposes, depending on the nature of the User's relationship with the Platform, the features used and the requirements of applicable law:

2.1 Account and Platform Administration

To create, authenticate, maintain and manage User accounts and profiles, provide access to the Platform and its features, and administer User preferences and settings.

2.2 Providing Platform Services

To provide and operate the Platform, including professional profiles, Practitioner discovery, networking, groups, messaging, content sharing and other functionality made available to Users.

2.3 Practitioner Verification

To collect, review and verify information relating to Practitioners, including their identity, qualifications, professional registrations, certifications and professional status, and to maintain appropriate verification information associated with Practitioner profiles.

2.4 Personalisation and User Experience

To understand how Users interact with the Platform and to personalise content, recommendations, profiles, features and other aspects of the User experience where permitted by applicable law.

2.5 Platform Improvement and Development

To analyse Platform usage, monitor performance, identify technical issues and develop, test and improve the Platform, its functionality, features and services.

2.6 Security, Fraud Prevention and Abuse Detection

To protect the security and integrity of the Platform, detect and prevent fraud, unauthorised access, spam, abuse and other prohibited activity, and investigate suspected violations of the Terms and Conditions or applicable law.

2.7 Moderation, Fact Checking and Child Safety

To review and moderate User Content, conduct fact checking, identify potentially harmful or prohibited Content, investigate reports, enforce Platform policies and protect the safety and wellbeing of Users, including through automated tools and human review.

2.8 Communications and Support

To respond to enquiries, complaints, support requests, reports and other communications, and to send Users service related communications concerning their accounts, the Platform or material changes to the services or applicable policies.

2.9 Marketing and Advertising

To provide, measure and improve advertising and promotional activities and, where permitted by applicable law, to personalise advertising based on information relating to a User's activity, preferences or interactions with the Platform.

Where consent is required for personalised advertising, tracking or similar processing, PACTIM will obtain the required consent through the applicable consent mechanism.

2.10 Compliance and Legal Purposes

To comply with applicable laws, regulations, court orders and lawful requests from competent authorities, and to establish, exercise or defend PACTIM's legal rights and interests.

2.11 Business Operations

To administer PACTIM's business, protect its rights and property, facilitate corporate transactions or restructuring, maintain business records and otherwise operate the Platform in a lawful and responsible manner.

PACTIM will not use personal information for purposes that are incompatible with the purposes described in this Privacy Policy unless permitted or required by applicable law or otherwise authorised by the User.

3. LEGAL BASES

PACTIM will process personal information only where it has a lawful basis to do so under the data protection and privacy laws applicable to the relevant User and processing activity.

Depending on the circumstances, PACTIM may rely on one or more of the following legal bases:

3.1 Performance of a Contract

PACTIM may process personal information where processing is necessary to create and manage your Account, provide the Platform and its functionality, administer your relationship with PACTIM, or perform obligations arising from the Terms and Conditions.

3.2 Compliance with Legal Obligations

PACTIM may process personal information where necessary to comply with applicable legal, regulatory or judicial obligations, including responding to lawful requests from competent authorities and maintaining records required by law.

3.3 Legitimate Interests

PACTIM may process personal information where necessary for its legitimate interests or those of a third party, provided that such interests are not overridden by the User's rights and interests. This may include operating, securing, maintaining and improving the Platform, preventing fraud and abuse, protecting Users, enforcing the Terms and Conditions and managing PACTIM's business.

3.4 Consent

PACTIM may rely on your consent where applicable law requires consent or where PACTIM elects to rely on consent for a particular processing activity. This may include certain marketing

activities, non essential cookies and similar technologies, personalised advertising and other optional processing.

Where processing is based on consent, you may withdraw your consent at any time. Withdrawal will not affect the lawfulness of processing carried out before the withdrawal.

3.5 Protection of Vital Interests

Where permitted by applicable law, PACTIM may process personal information where necessary to protect the vital interests of a User or another individual, including in circumstances involving an immediate risk to a person's health or safety.

3.6 Establishment, Exercise or Defence of Legal Claims

PACTIM may process personal information where reasonably necessary to establish, exercise or defend legal claims, protect its legal rights or respond to disputes or legal proceedings.

Where PACTIM processes **health related information or other sensitive or special category personal information**, an additional legal condition may be required in addition to the general legal basis for processing. PACTIM will apply the additional conditions required by the law applicable to the relevant User and processing activity.

PACTIM will not rely on consent where another lawful basis is more appropriate or where applicable law does not require consent. The applicable legal basis may differ depending on the jurisdiction, the nature of the information and the specific purpose for which it is processed.

4. HEALTH RELATED INFORMATION

PACTIM may allow Users to voluntarily provide, upload, publish, transmit or otherwise disclose information relating to their health, medical history, medical conditions, treatment, wellbeing or other health related matters through the Platform.

Health related information may constitute **sensitive or special category personal information** under applicable data protection and privacy laws. PACTIM will therefore process such information only where it has an appropriate legal basis and, where required, an additional condition or other lawful authorisation for processing sensitive or special category information.

The provision of health related information is generally voluntary. Users should carefully consider whether they wish to disclose such information through the Platform and should only provide information which they are legally entitled to disclose.

Users must not provide health related information concerning another individual unless they have the necessary authority or consent to do so.

Where health related information is voluntarily published in a public or community area of the Platform, the User acknowledges that such information may be accessible to other Users and may be copied, retained or further disclosed by persons who access it. Users should therefore exercise particular caution before publishing health related information publicly.

PACTIM may process health related information for purposes including providing relevant Platform functionality, facilitating communications and User Content, maintaining Practitioner or User profiles, moderation and safety, and complying with applicable legal obligations, subject always to the applicable legal basis and safeguards.

PACTIM does not use health related information to provide medical advice, diagnosis or treatment. Information provided through the Platform should not be regarded as a substitute for consultation with an appropriately qualified healthcare professional.

Where processing of health related information is based on consent, the consent will be obtained through an appropriate mechanism and may be withdrawn in accordance with applicable law. Withdrawal of consent will not affect the lawfulness of processing undertaken before withdrawal, and may affect PACTIM's ability to provide a particular feature or service where that processing is necessary for the feature.

PACTIM will apply appropriate technical and organisational measures to protect health related information against unauthorised access, loss, misuse, alteration or disclosure, in accordance with applicable law and the safeguards described in this Privacy Policy.

5. SHARING AND THIRD PARTIES

PACTIM may disclose or make personal information available to third parties where reasonably necessary for the purposes described in this Privacy Policy, to provide and operate the Platform, or where otherwise permitted or required by applicable law.

PACTIM may share personal information with **third party service providers and technology providers** who assist with the operation, maintenance and security of the Platform. These providers may include providers of cloud hosting, data storage, analytics, crash reporting, authentication, communications, notifications, security, fraud prevention, content moderation and other technical services.

PACTIM may also disclose personal information to **professional verification services, regulatory bodies or other authorised sources** where reasonably necessary to verify the identity, qualifications, registration or professional status of a Practitioner.

Where applicable and permitted by law, PACTIM may share information with advertising and analytics providers for the purposes of measuring advertising performance, understanding Platform usage and delivering or personalising advertising. Where consent is required for such processing, PACTIM will obtain the applicable consent before undertaking the relevant processing.

PACTIM may disclose personal information to law enforcement authorities, regulators, courts, government authorities or other competent third parties where PACTIM is required or permitted to do so by applicable law, legal process or lawful request, or where reasonably necessary to protect the rights, safety, property or security of PACTIM, its Users or another person.

PACTIM may also disclose personal information in connection with a **merger, acquisition, restructuring, financing, sale of assets or other corporate transaction**, provided that the disclosure is undertaken in accordance with applicable law and appropriate safeguards are applied.

PACTIM may share information where reasonably necessary to investigate or prevent fraud, abuse, security incidents, violations of the Terms and Conditions, child safety concerns or other unlawful or harmful activity.

PACTIM will seek to ensure that third parties processing personal information on its behalf are subject to appropriate contractual, confidentiality and security obligations. Such third parties will only be permitted to process personal information for authorised purposes and in accordance with applicable law.

PACTIM does not permit third parties to use personal information obtained from PACTIM for purposes unrelated to the services they provide to PACTIM, except where the third party is independently responsible for processing the information under applicable law or the User has otherwise been informed and the processing is lawful.

Where personal information is transferred to or processed by third parties located outside the User's jurisdiction, the **International Processing and Transfers** provisions of this Privacy Policy will apply.

6. INTERNATIONAL PROCESSING AND TRANSFERS

PACTIM is an international platform and may be accessed and used by Users located in different jurisdictions, including the **Bahamas, India, the United States, the United Kingdom and the European Union**. As a result, personal information may be transferred to, stored in, accessed from or otherwise processed in a country other than the country in which the User resides.

PACTIM's hosting and technology infrastructure may involve service providers located outside the User's jurisdiction. The Platform presently uses Google Cloud infrastructure, and Platform hosting is located in the United States.

Where personal information is transferred to or processed in another jurisdiction, PACTIM will take reasonable steps to ensure that the transfer and subsequent processing are undertaken in accordance with applicable data protection and privacy laws.

Where a jurisdiction requires a specific legal mechanism or safeguard for an international transfer, PACTIM will rely on an applicable lawful transfer mechanism. Depending on the circumstances, this may include an **adequacy decision, standard contractual clauses, an applicable data transfer agreement, recognised certification mechanism, approved contractual safeguard or another transfer mechanism permitted by applicable law**.

For Users located in the European Economic Area, where personal information is transferred to a country that has not been recognised as providing an adequate level of protection, PACTIM will implement an appropriate safeguard recognised under applicable data protection law, which may include the **European Commission's Standard Contractual Clauses**, where appropriate.

For Users in the United Kingdom, PACTIM will implement an appropriate transfer mechanism recognised under applicable UK data protection law, which may include the **UK International Data Transfer Agreement, the UK Addendum to the European Commission's Standard Contractual Clauses or an applicable adequacy regulation**, where appropriate.

The availability and nature of the safeguards used may depend on the recipient, the destination country, the nature of the information being transferred and the applicable legal requirements.

By using the Platform, you acknowledge that your personal information may be processed internationally as described in this Privacy Policy. **Where applicable law requires consent or another specific legal basis for an international transfer, PACTIM will obtain or implement the applicable requirement rather than relying solely on this acknowledgement.**

Users may contact PACTIM using the contact details provided in this Privacy Policy to obtain further information regarding applicable international transfer safeguards, subject to any confidentiality or legal restrictions.

7. RETENTION AND ACCOUNT DELETION

PACTIM will retain personal information for as long as reasonably necessary to fulfil the purposes for which it was collected, to provide and administer the Platform, maintain the security and integrity of the Platform, comply with applicable legal and regulatory obligations, resolve disputes, prevent fraud and abuse, enforce the Terms and Conditions, and establish, exercise or defend legal claims.

The period for which personal information is retained will depend on the nature of the information, the purpose for which it was collected, the User's relationship with PACTIM and any applicable legal or regulatory requirements. Where personal information is no longer required for a lawful purpose, PACTIM will take reasonable steps to delete, anonymise or otherwise securely dispose of the information, subject to any applicable retention requirements.

Users may request deletion of their PACTIM Account and associated personal information through the **account deletion functionality provided on the Platform** or by contacting PACTIM using the contact details provided in this Privacy Policy.

Upon receiving an account deletion request, PACTIM will review the request and, subject to verification and any applicable legal requirements, will endeavour to process the request **within 7 working days**. Once approved, PACTIM will endeavour to permanently delete the User's personal information **within 30 days**, except where PACTIM is required or permitted by applicable law to retain particular information.

PACTIM may retain limited information following account deletion where reasonably necessary to comply with legal or regulatory obligations, prevent fraud or abuse, investigate security or child safety concerns, resolve disputes, enforce agreements, maintain records required by law or establish, exercise or defend legal claims.

Where information is retained following account deletion, PACTIM will limit the retention and subsequent use of that information to the purposes for which retention is legally or reasonably necessary.

Deletion of an Account may result in the removal or loss of access to User Content, profiles, messages and other Platform functionality associated with the Account. Certain Content may nevertheless remain available where it has been lawfully shared with other Users, is required to be retained for legal or safety purposes, or cannot reasonably be removed from third party systems or copies outside PACTIM's control.

8. YOUR RIGHTS

Depending on your location and the data protection and privacy laws applicable to you, you may have certain rights in relation to the personal information that PACTIM holds about you.

These rights may include the right to:

8.1 Access

Request confirmation as to whether PACTIM processes your personal information and, where applicable, request access to that information.

8.2 Correction

Request that inaccurate, incomplete or outdated personal information be corrected or updated.

8.3 Deletion

Request the deletion of your personal information, subject to any applicable legal or regulatory requirements that permit or require PACTIM to retain particular information.

8.4 Restriction

Request that PACTIM restrict or limit the processing of your personal information in circumstances permitted by applicable law.

8.5 Objection

Object to certain processing of your personal information, including processing based on legitimate interests or, where applicable, processing for direct marketing purposes.

8.6 Data Portability

Where applicable, request a copy of personal information provided to PACTIM in a structured, commonly used and machine-readable format, or request that such information be transferred to another organisation where this right applies.

8.7 Withdrawal of Consent

Where PACTIM relies on your consent to process personal information, you may withdraw that consent at any time. Withdrawal of consent will not affect the lawfulness of processing carried out before the withdrawal.

8.8 Marketing and Advertising Preferences

You may opt out of certain marketing communications and, where applicable, exercise choices in relation to personalised advertising, tracking or the sharing of information for advertising purposes through the controls made available by PACTIM.

8.9 Complaint

You may have the right to lodge a complaint with the data protection or privacy regulator or other competent supervisory authority in your jurisdiction if you believe that PACTIM has processed your personal information unlawfully.

The availability and scope of these rights will depend on the **jurisdiction in which you reside, the nature of the personal information concerned, the purpose for which it is processed and any applicable legal exemptions or limitations.**

To exercise an applicable right, you may contact PACTIM using the contact details provided in this Privacy Policy. PACTIM may request information reasonably necessary to verify your identity before processing a request.

PACTIM will respond to valid requests within the period required by applicable law. Where PACTIM is unable to comply with a request, PACTIM will, where required by law, explain the reasons for its decision and inform you of any applicable right to challenge or appeal that decision.

9. CHILDREN

PACTIM is intended exclusively for Users who are **18 years of age or older** and does not knowingly collect personal information from children under the age of 18.

PACTIM does not permit persons under the age of 18 to create or maintain an Account or use the Platform. Users are required to confirm their age when registering for the Platform and must not provide false or misleading information regarding their age.

If PACTIM becomes aware that personal information has been collected from a person under the age of 18 in circumstances where such collection is not permitted, PACTIM will take reasonable steps to verify the circumstances, suspend or terminate the relevant Account and delete the associated personal information, subject to any information that PACTIM is required or permitted to retain under applicable law.

If you believe that a person under the age of 18 has created an Account or that PACTIM may have inadvertently collected personal information from a child, please contact PACTIM using the contact details provided in this Privacy Policy.

PACTIM's approach to child safety, including prohibited conduct, reporting mechanisms and enforcement measures, is addressed separately in the **PACTIM Child Safety Policy**.

10. COOKIES AND SIMILAR TECHNOLOGIES

PACTIM uses cookies, local storage, software development kits, device identifiers, pixels and other similar technologies to operate, secure and improve the Platform. These technologies may collect information relating to your device, browser, application, interactions with the Platform and other technical or usage information.

PACTIM may use these technologies for purposes including authentication and account management, maintaining sessions, security and fraud prevention, remembering preferences, analytics and performance monitoring, crash reporting, improving Platform functionality, and, where permitted by applicable law, advertising and personalisation.

The use of cookies and similar technologies is governed by the **PACTIM Cookie and Similar Technologies Policy**, which explains the categories of technologies used, their purposes and the choices available to Users.

Where applicable law requires consent for the use of a particular cookie or similar technology, PACTIM will obtain the required consent before activating that technology. Users may manage, withdraw or change their preferences through the cookie and privacy controls made available by PACTIM.

Certain technologies may be **strictly necessary** for the operation, security or functionality of the Platform and may therefore be used without consent where permitted by applicable law.

PACTIM may also use technologies provided by third party service providers. Such providers may process information collected through these technologies in accordance with their applicable privacy policies and contractual arrangements with PACTIM.

Disabling or rejecting certain cookies or similar technologies may affect the availability or functionality of particular features of the Platform.

11. ADVERTISING AND MARKETING

PACTIM may use personal information for marketing, advertising and promotional purposes in connection with the Platform and its services, subject to applicable data protection and privacy laws.

PACTIM may send Users service related communications that are necessary for the administration and operation of their Account or the Platform. These communications may include account notifications, security alerts, changes to the Platform, updates to applicable policies and other information necessary for the provision of the services.

Where permitted by applicable law, PACTIM may also send Users marketing communications concerning PACTIM's services, features, events, opportunities or other products and services that may be of interest to them. Where consent is required, PACTIM will obtain the User's consent before sending such communications.

PACTIM may use information relating to a User's interactions with the Platform, preferences, interests and usage of the Platform to measure advertising performance and, where permitted by applicable law, to deliver or personalise advertising and promotional content.

Where personalised advertising, tracking or similar processing requires consent, PACTIM will obtain the relevant consent through an appropriate consent mechanism. Users may withdraw consent or change their advertising and marketing preferences at any time through the controls made available by PACTIM.

Users may unsubscribe from marketing communications at any time by using the unsubscribe mechanism included in the relevant communication or by contacting PACTIM using the contact details provided in this Privacy Policy. Withdrawal from marketing communications will not affect the delivery of essential service related communications.

PACTIM may use third party advertising, analytics and marketing service providers to assist with the delivery, measurement and optimisation of advertising and marketing activities. Where such providers process personal information on behalf of PACTIM, they will be subject to appropriate contractual and data protection requirements.

PACTIM does not permit health related information to be used for personalised advertising where such use is prohibited by applicable law. Where processing of sensitive or special category information for advertising purposes is contemplated, PACTIM will only undertake such processing where a lawful basis and any additional legally required condition or consent are satisfied.

12. SECURITY

PACTIM takes reasonable technical and organisational measures to protect personal information against unauthorised access, loss, misuse, alteration, disclosure or destruction, having regard to the nature of the information processed and the risks associated with the Platform.

These measures may include appropriate access controls, authentication mechanisms, encryption, security monitoring, safeguards for data transmission and storage, and measures designed to detect and prevent unauthorised access, fraud, abuse and other security incidents.

PACTIM limits access to personal information to persons and service providers who require access for legitimate and authorised purposes and, where appropriate, subjects such persons to confidentiality and security obligations.

PACTIM may use third party technology and service providers, including cloud hosting, security, authentication, analytics and other infrastructure providers. Where such providers process personal information on behalf of PACTIM, PACTIM will take reasonable steps to ensure that appropriate contractual and security measures are in place.

Notwithstanding these measures, **no method of transmitting or storing information electronically is completely secure**. PACTIM cannot guarantee that personal information transmitted through or stored on the Platform will be completely secure or that the Platform will be immune from unauthorised access, cyberattacks, malware or other security threats.

Users are responsible for maintaining the confidentiality of their Account credentials and for taking reasonable precautions to protect the devices and networks used to access the Platform. Users should notify PACTIM promptly if they become aware of any suspected unauthorised access to their Account or any other security incident involving their personal information.

Where PACTIM becomes aware of a personal information security incident, PACTIM will assess and respond to the incident in accordance with its internal security and incident response procedures and will provide notifications to affected Users, regulators or other authorities where required by applicable law.

13. AUTOMATED MODERATION

PACTIM may use **automated systems, including artificial intelligence assisted tools**, to assist with the moderation, review and management of Content and User activity on the Platform.

These systems may be used to identify or detect Content or activity that may constitute spam, abuse, harassment, fraud, misinformation, prohibited Content, security threats, child safety concerns or other conduct that may breach the Terms and Conditions, this Privacy Policy or applicable law.

Automated moderation may involve the analysis of User Content, account information, usage patterns, communications, reports and other information available to PACTIM for the purposes of identifying potential risks or violations.

Automated systems may result in Content being **flagged, restricted, removed or referred for further review**, or an Account being temporarily restricted or otherwise subject to moderation measures. Where appropriate, automated decisions may be supplemented by human review.

PACTIM recognises that automated systems may produce inaccurate or incomplete results. PACTIM therefore does not represent that automated moderation will identify every instance of prohibited, harmful, misleading or unlawful Content or activity.

Where required by applicable law, PACTIM will provide Users with appropriate information regarding automated processing and any applicable rights to request human intervention, contest a decision or otherwise exercise their rights in relation to such processing.

PACTIM may update or modify its automated moderation systems from time to time to improve the safety, security and functionality of the Platform, subject to applicable law.

14. CHANGES

PACTIM may amend, update or otherwise modify this Privacy Policy from time to time to reflect changes to the Platform, the types of personal information collected, the purposes for which personal information is processed, PACTIM's business operations, technology, third party service providers, or applicable legal and regulatory requirements.

Where PACTIM makes **material changes** to this Privacy Policy, PACTIM will take reasonable steps to notify Users of the changes, including by displaying a notice through the Platform, updating the effective date of the Policy or, where appropriate, notifying Users by email or another suitable communication channel.

The updated Privacy Policy will apply from the effective date stated in the updated Policy. PACTIM will not materially expand the purposes for which personal information is processed in a manner inconsistent with applicable law without providing any notice, consent or other mechanism required by law.

Where applicable law requires PACTIM to obtain **new or renewed consent** as a result of a change to the processing of personal information, PACTIM will obtain such consent through an appropriate consent mechanism before undertaking the relevant processing.

Users are encouraged to review this Privacy Policy periodically to remain informed about how PACTIM collects, uses, discloses and protects personal information.

The most recent version of this Privacy Policy will be made available through the Platform and will indicate the date on which it was last updated.

15. CONTACT

ESR PARADISE HOLDING LTD.

211 Church Street, Sandport, West Bay Street, P.O. Box SP-64425, New Providence, The Bahamas

Privacy contact: rangy68@pactimapp.com

Website: www.pactim.com