

Salamah - Terms of Use

Posted: June 15, 2022

Effective: June 15, 2022

1) ACCEPTANCE:

You indicate your acceptance of this Agreement by taking one of the following actions: (i) physically signing a paper copy of this document; (ii) clicking on “Accept” or “Agree” where an electronic version of this document is presented to you, (iii) transmitting information over the Website or (iv) be entering into any other agreement with Virtus Informatics Co WLL, who are the owners of the ‘Salamah’ Website and Application, or its affiliates (hereinafter “VIRTUS”) regarding the transmittal of information and use of Salamah.

Virtus may revise this Agreement or the Website at any time in their sole discretion without prior notice. The terms of use displayed each time the user accesses Salamah will reflect such revisions as required. Notification of any change will appear on Salamah’ Website for 30 days following such change

If you do not agree to the terms contained herein OR should you not agree to any change in these terms subsequently made, you will not be provided with access to Salamah

2) INTELLECTUAL PROPERTY:

a) Certain names, graphics, logos, icons, designs, words, titles or phrases in Salamah may constitute trademarks, service marks, trade names, trade dress or products of Virtus or other entities. The trademarks, service marks, trade names, trade dress and products represented in Salamah are protected internationally and their display in Salamah does not convey or create any license or other rights in these marks, names, dress or products. No use of these may be made without prior written authorization of Virtus, except to identify the products or services of Salamah. Virtus either owns the intellectual property rights in the underlying Hyper Text Management Language (“HTML”) and content made available on the Website or has obtained the permission of the owner of the intellectual property in such content for use on the Website. All content on the Website is protected by worldwide copyright laws.

b) Salamah grants to you a limited license to display on your computer, print, download and use the underlying HTML and content for the screening of your care and treatment with your medical professionals, for insurance submissions and for other non- commercial, personal or educational purposes, provided that you do not modify any such content and you include with and display on each copy of such content the associated copyright notice and this limited license.

c) Salamah grants users a limited license to display, download, print and use content accessed through the Website for the purpose of assisting in providing your medical history records, future health care treatments and to individuals or medical research and not for any other purpose and on the condition that users do not adapt, modify, decompile or disassemble, or reverse engineer any aspect of the Website or any software or technology used in connection with the Website.

3) SERVICES PROVIDED:

(a) The services provided by Salamah is that of a custodian of personal health information through this Website is restricted to facilitating the transmission of information including personal health information from/to physicians conducting tests of patients to laboratories analyzing test results and the transmission of test results from laboratories to physicians initially conducting the applicable tests.

(b) as a custodian of personal health information transmitting such information through the Website Salamah agrees to perform and provide to you from time to time as required by applicable privacy legislation a threat risk assessment and privacy impact assessment relating to the services provided by Salamah to you through use of the Website.

4) SECURITY:

Salamah will ensure a secure environment through currently accepted Internet security technologies and practices to protect the information on the Website including any information considered to be personal health information. Such measures include using a firewall to prevent unauthorized access, a Secure Sockets Layer (“SSL”) protocol. In addition, Salamah will implement such technical and physical safeguards regarding personal health information transmitted through the Website as may be required from time to time by applicable privacy legislation including legislation relating to the protection of personal health information.

5) CONFIDENTIALITY AND PRIVACY

a) All personal information about you will be kept private and used only by Salamah unless otherwise required by law or permitted by your consent.

b) You will, at all times during the term of this Agreement and thereafter, assure that the sharing of your information to third parties, specifically medical professionals, comply with all legal requirements, codes of ethics and professional standards applicable to their profession applicable to you that governs the use, disclosure, and storage of the information relating to their patients on the Website including all information considered to be personal health information under applicable legislation (“**Patient Information**”).

c) You will be solely responsible for obtaining signed copies from all health care providers regarding the treatment of Patient Information and other legally necessary consents including but not limited to those required by any statutes, regulations, professional standards and codes of ethics to disclose the Patient Information by you to them from the Website .

d) Salamah will not assume any responsibility for your use or misuse of Patient Information or other information transmitted, stored, or received using the Website. Users are solely responsible for obtaining healthcare forms by health care workers, whenever required, to use the Website and any personal information accessed through the Website.

e) Salamah will keep confidential information provided for the purpose of registering as a user of the Website (“**Registration Information**”) confidential to the extent that such information is personal information and will only use or disclose Registration Information to: i) register persons to use the Website; (ii) verify the identity of persons registering or registered to use the Website; (iii) maintain and administer the registration of such persons, including the monitoring of the manner in which such persons use the Website; (iv) communicate with users about the Website; and to (v) comply with applicable legal requirements.

e) Salamah agrees to comply with the requirements of the Kuwait Law No. 20 of 2014 (Regarding Electronic Transactions) and the Kuwait Communications and Telecommunications Regulatory Authority (CITRA) issued Decision No. 42 of 2021 on Data Privacy Protection Regulation (the “Kuwait Data Privacy Regime”) and the regulations thereunder as may be applicable to it as an information technology service provider within the meaning of such Kuwait Data Privacy Regime.

6) SECURE ACCESS:

a) It is your responsibility to ensure that all information you provide to Salamah, including without limitation the information on enrollment forms are current, accurate and complete and that you inform Salamah of all changes in a timely manner using the forms and methods prescribed by Salamah.

b) To access the Website you will require a username and a password (“**Identifier**” or “**User Credentials**”). You are solely responsible for maintaining the strict confidentiality of the Identifiers assigned to you and you are not permitted to disclose your Identifiers to anyone. Breach of this requirement will result in your immediate denial of access to the Website.

c) Salamah is not liable for any harm arising from the theft of your Identifiers, your disclosure of your Identifiers, or your authorization to allow another person or entity to access the Website using your Identifiers. You agree to immediately notify Salamah of any unauthorized use of your Identifiers or other need to deactivate any Identifiers due to security concerns.

7) SHARED ACCESS:

a) The Website is intended for access and use solely by you, and family, healthcare professionals and any individual or organization authorized by you (collectively “**Delegates**”).

b) You are responsible to: (i) Identify the Delegates who should be permitted access to the Website to Salamah; (ii) Advise Salamah of any changes in the Delegates in a timely manner using the forms and methods prescribed by Salamah; (iii) Supervise and control the use of the Website and its contents by the Delegates; and (iv) Advise Salamah immediately to terminate the identifier of a Delegate, using the forms and methods prescribed by Salamah in the event a Delegate ceases to be your employee or if you wish for any reason to terminate the ability of such Delegate to access and use the Website.

c) You may not provide your identifier to Delegates. They will be assigned their own Identifiers to log on and may view the files you have indicated they are authorized to view. Delegates will not be able to view any records in respect of which Salamah has received a written confirmation of the sharing of his/her file.

d) You agree that you will not, in connection with your use of the Website: (i) impersonate any person or entity, including, but not limited to, an officer, employee or representative of Salamah, or falsely state or otherwise misrepresent your affiliation with a person or entity; (ii) interfere with, disrupt or damage the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website; (iii) violate any applicable national or international law, and any regulations having the force of law; or (iv) access the Website after your account or access has been suspended or terminated by Salamah.

e) You agree not to use any crawler, spider or other program that simulates human activity to automatically extract any content accessible on or via the Website.

8) LICENSE GRANT.

Subject to the terms of this document and your subscription, Salamah grants you a limited, non-exclusive and nontransferable license to download, install and use the Application on computers or devices owned or otherwise controlled by you (“**your Devices**”) strictly in accordance with the terms.

9) SUBSCRIPTION SERVICES

Yearly Subscription: If you subscribe to the Application, you must pay an annual fee to access and use the Application. Fees are described on the Salamah website. The fees do not include any taxes or duties of any kind, which may be imposed by any governmental entity on the transactions contemplated by this Agreement, and you will be solely responsible for all such taxes. All amounts are quoted in and payable in Kuwaiti Dinars. Company reserves the right to suspend your access and use of the Application if you fail to pay any undisputed amount owed on or before its due date.

You may cancel your subscription at any time by providing.

Upon cancellation, you (i) will not receive a refund for the billing period during which you cancel your subscription; and (ii) will be able to access your subscription and receive updates of the relevant subscription until the subscription termination date.

Refunds: Company may provide you a refund of the full subscription price if the Application does not function properly; Please email us at info@Salamah.com.kw

10) SALAMAH ACCEPTABLE USE POLICY

Salamah is used by many individuals who have put their trust in us. In return, we trust you use Salamah and our services responsibly. You agree not to misuse Salamah application and services ("Services") or help anyone else to do so.

Hence, you shall not do one of any actions related to the below:

(a) copy the Application;

(b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application;

(c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;

(d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof; or,

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time.

(f) probe, scan, or test the vulnerability of any system or network,

- (g) breach or otherwise circumvent any security or authentication measures;
- (h) access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services you haven't been invited to;
- (i) interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- (j) access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- (k) send unsolicited communications, promotions or advertisements, or spam;
- (l) send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- (m) promote or advertise products or services other than your own without appropriate authorization;
- (n) sell the Services unless specifically authorized to do so;
- (o) harass or abuse Salamah personnel or representatives or agents performing services on behalf of Salamah;
- (p) violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading, or that violates the intellectual property rights of others;
- (q) violate the privacy or infringe the rights of others;
- (r) use the Services to back up, or as infrastructure for, your own cloud services;
- (s) use the storage space provided by the Services as the basis for cryptographic proof-of-space or proof-of-storage, or any similar proof system.

11) RESERVATION OF RIGHTS.

You acknowledge and agree that Salamah is provided under license on a subscription basis, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Salamah reserves and shall retain its entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

We reserve the right to take appropriate action in response to violations of this policy, which could include removing or disabling access to content, suspending a user's access to the Services, or terminating an account.

12) COOKIES AND USE OF INFORMATION.

(a) You acknowledge that when you download, install or use the Application, Salamah may use automatic means (including, for example, cookies and web beacons) to collect information about your Devices and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Application or certain of its features or functionality. All information we collect through or in connection with this

Application is subject to our Privacy Policy. By downloading, installing, and using this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

(b) If you provide us with information relating to personal contact information (the “**Data**”) of third parties (e.g. email, mail, telephone, fax), such information shall be provided by you free of any charge or fee. You warrant that:

(i) you make no claim of copyright or other intellectual property rights in the Data;

(ii) you have all necessary rights to provide the Data to us and warrant that the Data was not collected, generated, compiled, obtained and/or being supplied to us in any manner that would subject us to legal or regulatory liability for the use as contemplated herein;

(iii) your providing the Data to us does not infringe any rights of any third party;

(iv) there are no material suits, claims, charges or proceedings currently pending or threatened against you relating to the Data.

13) Geographic Restrictions.

The Content and Services are based in the State of Kuwait. If you access the Content and Services from outside the State of Kuwait, you are responsible for compliance with local laws.

14) UPDATES AND ADDITIONAL FEATURES.

Salamah may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Salamah has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Web settings, when your Devices are connected to the internet either:

(a) the Application will automatically download and install all available Updates; or usually updates are optional and upon the user discretion and not automatic.

(b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

Additional features may be withdrawn without further notice.

15) THIRD PARTY MATERIALS.

Salamah Application may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising

(“**Third Party Materials**”). You acknowledge and agree that Salamah is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company does not assume

and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

16) TERM AND TERMINATION.

(a) The term of Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by you or Salamah.

(b) You may terminate this Agreement by deleting the Application and all copies thereof from your Devices.

(c) Salamah may terminate this Agreement at any time with reasonable advance notice if it ceases to support the Application, which Salamah may do in its sole discretion. Other reasons for app removal include:

(i) an allegation or actual infringement of any intellectual property right or right of publicity or privacy of any third party;

(ii) an allegation of actual defamation;

(iii) an allegation or determination that an app does not comply with applicable law;

(iv) Company ceasing to do business; or

(v) Salamah filing a petition in bankruptcy, dissolving, or otherwise finding itself unable to pay its debts as they come due.

(d) This Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(e) An Application may be unpublished at any time.

(f) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the Salamah Application and delete all copies of the Salamah Application from your Devices and account.

(g) Termination will not limit any of Salamah's rights or remedies at law.

17) DISCLAIMER OF WARRANTIES.

THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR

UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY

RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

18) LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

19) INDEMNIFICATION.

You agree to indemnify, defend and hold harmless Salamah and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement. Furthermore, you agree that SALAMAH assumes no responsibility for the content you submit or make available through this Application.

20) GOVERNING LAW.

This Agreement is governed by and construed in accordance with the laws of the State of Kuwait.

21) ARBITRATION AGREEMENT.

IF THE DISPUTE IS NOT RESOLVED WITHIN A REASONABLE PERIOD THEN ANY OR ALL OUTSTANDING ISSUES MAY BE SUBMITTED TO MEDIATION IN ACCORDANCE WITH ANY RULES OF MEDIATION. IF MEDIATION IS NOT SUCCESSFUL IN RESOLVING THE ENTIRE DISPUTE OR IS UNAVAILABLE, ANY OUTSTANDING ISSUES WILL BE SHALL BE REFERRED TO AND BE DETERMINED BY ARBITRATION IN STATE OF KUWAIT AND GOVERNED BY THE RULES OF ARBITRATION OF THE KUWAIT CHAMBER OF COMMERCE. THE ARBITRATION SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE.

22) WAIVER.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

23) MODIFICATIONS

We may revise these Terms from time to time to better reflect: changes to the law, new regulatory requirements, or improvements or enhancements made to our Services.

If an update affects your use of the Services or your legal rights as a user of our Services, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than 30 days from when we notify you. If you don't agree to the updates we make, please cancel your account and stop using the Services before the updated Terms become effective.

Salamah – Privacy Policy

Posted: June 15, 2022

Effective: June 15, 2022

We take your privacy very seriously. Please read this privacy policy carefully as it contains important information on who we are and how and why we collect, store, use and share your personal data. It also explains your rights in relation to your personal data and how to contact us or supervisory authorities in the event you have a complaint.

We collect, use and are responsible for certain personal data about you. When we do so we are subject to the requirements of the Kuwait Law No. 20 of 2014 (Regarding Electronic Transactions) and the Kuwait Communications and Telecommunications Regulatory Authority (CITRA) issued Decision No. 42 of 2021 on Data Privacy Protection Regulation (the “Kuwait Data Privacy Regime”)

24) KEY TERMS

Key terms used in this policy:

We, us, our	Virtus Informatics Co. WLL, Owner of Salamah
Personal data	Any information relating to an identified or identifiable individual
Special category personal data	Personal data revealing racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs or trade union membership Genetic and biometric data (when processed to uniquely identify an individual) Data concerning health,
Data subject	The individual who the personal data relates to

25) PERSONAL DATA WE COLLECT ABOUT YOU

The personal data we collect about you depends on the particular products and services we provide to you. We will collect and use the following personal data about you:

- your name and contact information, including email address and telephone number and company details
- information to check and verify your identity, eg your date of birth
- your gender, if you choose to give this to us
- your billing information, transaction and payment card information
- Information about how you use our website, IT, communication and other systems
- your responses to surveys, competitions and promotions

We collect and use this personal data for the purposes described in the section ‘**How and why we use your personal data**’ below. If you do not provide personal data we ask for, it may delay or prevent us from providing products AND/OR services to you.

26) HOW YOUR PERSONAL DATA IS COLLECTED

We collect most of this personal data directly from you — in person, by telephone, text or email and/or via our website and apps. However, we may also collect information:

- from publicly accessible sources,;
- from a third party with your consent,
- from cookies on our website—for more information on our use of cookies, please see the cookies use section of our **Terms of Use** which is available on our website
- via our IT systems.

27) HOW AND WHY WE USE YOUR PERSONAL DATA

Under data protection law, we can only use your personal data if we have a proper reason, eg:

- where you have given consent;
- to comply with our legal and regulatory obligations;
- for the performance of a contract with you or to take steps at your request before entering into a contract; or
- for our legitimate interests or those of a third party.

A legitimate interest is when we have a business or commercial reason to use your personal data, so long as this is not overridden by your own rights and interests. We will carry out an assessment when relying on legitimate interests, to balance our interests against your own.

The table below explains what we use your personal data for and why.

What we use your personal data for	Our reasons
Providing products AND/OR services to you	To perform our contract with you or to take steps at your request before entering into a contract
Preventing and detecting fraud against you or us	For our legitimate interest, ie to minimize fraud that could be damaging for you and/or us
Conducting checks to identify our customers and verify their identity Screening for financial and other sanctions or embargoes Other activities necessary to comply with professional, legal and regulatory obligations that apply to our business, eg under health and safety law or rules issued by our professional regulator	To comply with our legal and regulatory obligations
To enforce legal rights or defend or undertake legal proceedings	Depending on the circumstances: <ul style="list-style-type: none"> • to comply with our legal and regulatory obligations;

	<ul style="list-style-type: none"> in other cases, for our legitimate interests, ie to protect our business, interests and rights
Gathering and providing information required by or relating to audits, enquiries or investigations by regulatory bodies	To comply with our legal and regulatory obligations
Ensuring business policies are adhered to, eg policies covering security and internet use	For our legitimate interests, ie to make sure we are following our own internal procedures so we can deliver the best service to you
Operational reasons, such as improving efficiency, training and quality control	For our legitimate interests , ie to be as efficient as we can so we can deliver the best service to you at the best price
Ensuring the confidentiality of commercially sensitive information	Depending on the circumstances: <ul style="list-style-type: none"> for our legitimate interests, ie to protect trade secrets and other commercially valuable information; to comply with our legal and regulatory obligations
Statistical analysis to help us manage our business	For our legitimate interests, ie to be as efficient as we can so we can deliver the best service to you at the best price
Preventing unauthorised access and modifications to systems	Depending on the circumstances: <ul style="list-style-type: none"> for our legitimate interests, ie to prevent and detect criminal activity that could be damaging for you and/or us; to comply with our legal and regulatory obligations
Protecting the security of systems and data used to provide the goods and services	To comply with our legal and regulatory obligations We may also use your personal data to ensure the security of systems and data to a standard that goes beyond our legal obligations, and in those cases our reasons are for our legitimate interests, ie to protect systems and data and to prevent and detect criminal activity that could be damaging for you and/or us
Updating and enhancing customer records	Depending on the circumstances: <ul style="list-style-type: none"> to perform our contract with you or to take steps at your request before entering into a contract; to comply with our legal and regulatory obligations; for our legitimate interests, eg making sure that we can keep in touch with our customers about existing orders and new products

Ensuring safe working practices, staff administration and assessments	Depending on the circumstances: <ul style="list-style-type: none"> to comply with our legal and regulatory obligations; for our legitimate interests, eg to make sure we are following our own internal procedures and working efficiently so we can deliver the best service to you
Marketing our services and those of selected third parties to: <ul style="list-style-type: none"> —existing and former customers; —third parties who have previously expressed an interest in our services; —third parties with whom we have had no previous dealings. 	For our legitimate interests, ie to promote our business to existing and former customers
Credit reference checks via external credit reference agencies	For our legitimate interests, ie to ensure our customers are likely to be able to pay for our products and services
External audits and quality checks, eg for ISO or Investors in People accreditation and the audit of our accounts <i>to the extent not covered by ‘activities necessary to comply with legal and regulatory obligations’ above</i>	Depending on the circumstances: <ul style="list-style-type: none"> —for our legitimate interests, ie to maintain our accreditations so we can demonstrate we operate at the highest standards; —to comply with our legal and regulatory obligations
To share your personal data with members of our group and third parties that will or may take control or ownership of some or all of our business (and professional advisors acting on our or their behalf) in connection with a significant corporate transaction or restructuring, including a merger, acquisition, asset sale, initial public offering or in the event of our insolvency In such cases information will be anonymised where possible and only shared where necessary	Depending on the circumstances: <ul style="list-style-type: none"> —to comply with our legal and regulatory obligations; —in other cases, for our legitimate interests, ie to protect, realise or grow the value in our business and assets

28) HOW AND WHY WE USE YOUR PERSONAL DATA—IN MORE DETAIL

Purpose	Processing operation	Relevant categories of personal data
Communications with you not related to marketing, including about changes to our terms or policies or changes to the products or other important notices	Addressing and sending communications to you as required by data protection laws, ie:	—your name, address and contact information, including email address and telephone number and company details; —your account details (username)

(other than those addressed above)	Addressing and sending communications to you as required by <i>Insert details of law</i>	<i>Insert</i>
	Addressing and sending communications to you about changes to our terms or policies or changes to the products or other important notices	—your name, address and contact information, including email address and telephone number and company details —your account details (username)
<i>Insert next purpose</i>	<i>Insert processing operations relating to purpose</i>	<i>Insert for each processing operation</i>

29) HOW AND WHY WE USE YOUR PERSONAL DATA—SPECIAL CATEGORY PERSONAL DATA

Certain personal data we collect is treated as a special category to which additional protections apply under data protection law:

- *include as relevant to the data collected: personal data revealing racial or ethnic origin,*
- *data concerning health.*

Where we process special category personal data, we will also ensure we are permitted to do so under data protection laws, eg:

- we have your explicit consent;
- the processing is necessary to protect your (or someone else's) vital interests where you are physically or legally incapable of giving consent; or
- the processing is necessary to establish, exercise or defend legal claims.

30) HOW AND WHY WE USE YOUR PERSONAL DATA—SHARING

See **'Who we share your personal data with'** for further information on the steps we will take to protect your personal data where we need to share it with others.

31) MARKETING

We will use your personal data to send you updates (by email, text message, telephone or post) about our products AND/OR services, including exclusive offers, promotions or new products AND/OR services.

We have a legitimate interest in using your personal data for marketing purposes (see above **'How and why we use your personal data'**). This means we do not usually need your consent to send you marketing information. If we change our marketing approach in the future so that consent is needed, we will ask for this separately and clearly.

You have the right to opt out of receiving marketing communications at any time by contacting us at info@salamah.com.kw;

We may ask you to confirm or update your marketing preferences if you ask us to provide further products AND/OR services in the future, or if there are changes in the law, regulation, or the structure of our business.

We will always treat your personal data with the utmost respect and never sell OR share it with other organisations outside the *Virtus* group for non-Salamah marketing purposes.

32) WHO WE SHARE YOUR PERSONAL DATA WITH

We routinely share personal data with:

- companies within the Virtus group
- third parties we use to help deliver our products AND/OR services to you, eg payment service providers, warehouses and delivery companies;
- other third parties we use to help us run our business, eg marketing agencies or website hosts;
- third parties approved by you, eg social media sites you choose to link your account to or third party payment providers;
- our banks;

We only allow those organisations to handle your personal data if we are satisfied they take appropriate measures to protect your personal data. We also impose contractual obligations on them to ensure they can only use your personal data to provide services to us and to you.

We or the third parties mentioned above occasionally also share personal data with:

- our and their external auditors, eg in relation to the audit of our or their accounts, in which case the recipient of the information will be bound by confidentiality obligations;
- our and their professional advisors (such as lawyers and other advisors), in which case the recipient of the information will be bound by confidentiality obligations;
- law enforcement agencies, courts, tribunals and regulatory bodies to comply with our legal and regulatory obligations;
- other parties that have or may acquire control or ownership of our business (and our or their professional advisers) in connection with a significant corporate transaction or restructuring, including a merger, acquisition, asset sale, initial public offering or in the event of our insolvency—usually, information will be anonymised but this may not always be possible. The recipient of any of your personal data will be bound by confidentiality obligations.

33) WHERE YOUR PERSONAL DATA IS HELD

Personal data may be held at our offices and those of our group companies, third party data centres, agencies, service providers, representatives and agents as described above (see above: **'Who we share your personal data with'**).

34) HOW LONG YOUR PERSONAL DATA WILL BE KEPT

- We will not keep your personal data for longer than we need it for the purpose for which it is used.
- If you no longer have an account with us or we are no longer providing goods or services to you, we will delete or anonymise your account data after *seven* years.
- Following the end of the of the relevant retention period, we will delete or anonymise your personal data.

35) YOUR RIGHTS

You have the following rights, which you can exercise free of charge:

Access	The right to be provided with a copy of your personal data
Rectification	The right to require us to correct any mistakes in your personal data
Erasure (also known as the right to be forgotten)	The right to require us to delete your personal data—in certain situations
Restriction of processing	The right to require us to restrict processing of your personal data in certain circumstances, eg if you contest the accuracy of the data
Data portability	The right to receive the personal data you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party—in certain situations
To object	The right to object: —at any time to your personal data being processed for direct marketing (including profiling); —in certain other situations to our continued processing of your personal data, eg processing carried out for the purpose of our legitimate interests unless there are compelling legitimate grounds for the processing to continue or the processing is required for the establishment, exercise or defence of legal claims
Not to be subject to automated individual decision making	The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you
The right to withdraw consents	If you have provided us with a consent to use your personal data you have a right to withdraw that consent easily at any time You may withdraw consents by <i>emailing us at info@Salamah.com.kw</i> Withdrawing a consent will not affect the lawfulness of our use of your personal data in reliance on that consent before it was withdrawn

36) KEEPING YOUR PERSONAL DATA SECURE

We have appropriate security measures to prevent personal data from being accidentally lost, or used or accessed unlawfully. We limit access to your personal data to those who have a genuine business need to access it. Those processing your personal data will do so only in an authorised manner and are subject to a duty of confidentiality.

We also have procedures to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

37) HOW TO COMPLAIN

Please contact us if you have any queries or concerns about our use of your personal data (see below '**How to contact us**'). We hope we will be able to resolve any issues you may have.

38) CHANGES TO THIS PRIVACY POLICY

This privacy notice was published on *June 15, 2022* and last updated on *June 15, 2022*

We may change this privacy notice from time to time—when we do we will inform you via *the Salamah app or website* www.salamah.com.kw.

39) HOW TO CONTACT US

You can contact us by post, email or telephone if you have any questions about this privacy policy or the information we hold about you, to exercise a right under data protection law or to make a complaint.

Our contact details are shown below:

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