

Pari Portal LLC - FZ (“Us”, “We”, “Our”, “Ours” or “Pari”, as the context may be) is the author and publisher of our mobile application named Davva and/or our website, [www.davva.com](http://www.davva.com) (together referred to as “Davva”) as well as our lead generation and any related services licensed by us, which services include Davva and Davva’s software, websites, and related support services systems, as may be updated or modified from time to time (together with Davva, referred to as the “Davva Services”).

This policy ("Privacy Policy") explains how we collect, use, share, disclose and protect Information about the Users, including the Institutes (as defined in the Terms and Conditions and Software License Agreement) and the direct or indirect visitors of the Services (jointly and severally referred to as “You” or “Users” in this Privacy Policy). The purpose of this policy is to give you confidence as you visit and use [www.davva.com](http://www.davva.com) and/or our mobile application (“Site”), and to demonstrate our commitment to fair information practices and the protection of privacy. Your use of and access to the Services is subject to this Privacy Policy, the Software License Agreement and our Terms and Conditions, as applicable. Any capitalized term used but not defined in this Privacy Policy shall have the meaning attributed to it in our Terms and Conditions. This policy is only applicable to this Site.

For the purpose of the Data Protection Act, the data controller is Davva of Meydan, Nad Al Sheba, PO Box 413959, Dubai, United Arab Emirates.

By using the Davva Services or by otherwise giving us your Information, you will be deemed to have read, understood and agreed to the practices and policies outlined in this Privacy Policy and agree to be bound by the Privacy Policy. You hereby consent to our collection, use and sharing, disclosure of your Information as described in this Privacy Policy. We reserve the right to change, modify, add or delete portions of the terms of this Privacy Policy, at our sole discretion, at any time. If you do not agree with this Privacy Policy at any time, do not use any of the Davva Services or give us any of your Information. If you use the Davva Services on behalf of someone else (such as your child, family member) or an entity (such as your employer), you represent that you are authorised by such individual or entity to (i) accept this privacy policy on such individual’s or entity’s behalf, and (ii) consent on behalf of such individual or entity to our collection, use and disclosure of such individual’s or entity’s Information as described in this Privacy Policy.

#### EUROPEAN UNION GENERAL DATA PROTECTION REGULATIONS (GDPR)

The data protection law in the European Union (“EU”) changed on 25 May 2018. From this date onwards, requests made by you under the data protection law applicable to us where you reside will be attended to by us in accordance with this Privacy Policy and the said data protection law.

#### WHY THIS PRIVACY POLICY?

This Privacy Policy is published in compliance with, inter alia:

- Article 31 of the UAE Constitution;
- Article 378 of the UAE Penal Code (Federal Law No. 3 of 1987);
- Federal Decree Law No. 5 of 2012 on Combating Cybercrimes;
- Federal Law by Decree No. 3 of 2003 Regarding the Organisation of Telecommunications Sector;
- Privacy of Consumer Information Policy (Issued on 31 May 2005); and
- Dubai Law No. 23 of 2006 relating to the Formation of the Dubai Statistics Centre.

This Privacy Policy states the following:

- the type of Information (as defined below) collected from the Users;
- the purpose, means and modes of collection, usage, processing, retention and destruction of such Information; and
- how and to whom Davva will disclose such Information.

#### UNDER 18 YEARS OF AGE

Our Site is not eligible for use by persons under 18 years of age without legal parental or guardian consent. No one under age 18 may provide any personal information to or on our Sites without legal parental or guardian consent. We do not knowingly collect personal information from persons under 18 if such information is provided without legal parental or guardian consent. If you are under 18, do not use or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use without legal parental or guardian consent. If we learn we have collected or received personal information from a person under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a person under 18 for which there is no legal parental or guardian consent, please contact us.

#### DEFINITIONS

**“Information”** means any information provided to us that relates to a natural or legal person, which, either directly or indirectly, in combination with other information available or likely to be available to any natural or legal person, is capable of identifying such person including:

- contact data (such as your email address and phone number);
- demographic data (such as your gender, your date of birth and your pin code);
- data regarding your usage of the Davva Services and history of the appointments made by or with you through the use of the Davva Services;
- insurance data (such as your insurance carrier and insurance plan);
- passwords;
- financial information such as bank accounts, credit and debit card details or other payment instrument details;
- physical, physiological and mental health condition;
- medical records and history;
- biometric information;
- information received by a natural or legal person under lawful contract or otherwise;
- visitor details as provided at the time of registration or thereafter;
- call data records;
- any information of yours provided to Davva by an Institute including any medical test results, reports, diagnoses, etc; or
- any other information that you provide to us (or any Institute (as defined below), such as information shared through emails or letters.

**“Customer”** or **“Customers”** has the same meaning as in the Software License Agreement and the Terms and Conditions.

**“Service”** or **“Services”** means any services provided by Davva from time to time via the Davva Services.

## COLLECTION OF INFORMATION

Generally, some of the Davva Services require us to know who you are so that we can best meet your needs. When you access the Davva Services, or through any interaction with us via emails, telephone calls or other correspondence, we may ask you to voluntarily provide us with certain Information that personally identifies you or could be used to personally identify you. You hereby consent to the collection of such Information by Davva and/or any Institutes. Davva and the Institutes will be free to use, collect and disclose Information that is freely available in the public domain without your consent. We collect and process the following data about you:

- Information you give us. This is Information about you that you give us by filling in forms on our Site or by corresponding with us by phone, e-mail or otherwise. It includes information you provide when you register to use our Site, use our Services, carry out a Request and when you report a problem with our Site.
  - Identity data includes first name, last name, address, username or similar identifier, marital status, title, date of birth and gender. In certain circumstances, it may also include your Emirates ID number and/or copy, Passport number and/or copy, Health Insurance number and/or copy, Nationality, place of work and work ID number.
  - Contact data includes billing address, delivery address, location, email address and/or telephone numbers.
  - Photos or other data uploaded onto our Site by you.
  - Communications with us via social media platforms, email, electronic messages and other electronic and non-electronic communications.
  - Your networks and connections made available to us, depending on the permissions you have granted, from your mobile and desktop devices' address book contacts, and other social media such as Facebook, Instagram, and Twitter.
  - Financial data includes bank account, payment card details and payment history.
  - Sensitive medical data (which may include your medical history, health status and testing results, and any other non-public health information).
- Marketing and Communications data includes your preferences in receiving marketing from us and our third parties and your communication preferences.
- Information we collect about you. With regard to each of your visits to our Site we may collect the following information:
  - Health information about you prepared by the Institutes who provide the Services through the Site such as medical records, treatment notes and other health information.
- Transaction data includes details about payments to and from you and other details of products and services you have purchased through us.
- Technical data includes internet protocol (IP) address, your login data, browser type and version, make and model (mobile phones only), operating system, hardware version, platform, device settings and other technology identification on the devices used to access our Site, file and software names and types, device identifiers, time zone setting and location, device locations such as through GPS, Bluetooth or Wi-Fi signals, browser plug-in types and versions, operating system and platform, connection information such as the name of your mobile operator or ISP, language, time zone and mobile phone number.
- Profile data includes your username and password, purchases or Requests made by you, your interests, preferences, feedback and survey responses.
- Usage Data includes information about how you use our Site, how you use your devices to access our Site, including the screens you visit.

- Information we receive from other sources. This is information we receive about you if you use any of the other websites we operate or from third parties (including any third query party links to our Site). In this case we will have informed you when we collected that data if we intend to share the data internally and combine it with data collected on our Site. We will also have told you for what purpose we will share and combine your data.
- Information obtained from video consultation (online consultation). You consent and authorize us to audio record, video record, and/or still photograph your consultation. All recordings, videos or images will become part of your electronically stored record. Specifically in respect of users in the UAE and India, we disclaim any obligations with respect to confidentiality and security in situations relating to (i) transfer of any of your information and data that was previously stored from different sources (such as information in the medical records and review of radiology imaging) or (ii) transfer of your medical investigation reports and diagnostic imaging to an Institute in relation to their drafting of any pathology report about you.
- Aggregated data. We also collect, use and share aggregated data such as statistical or demographic data for any purpose. Aggregated data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage data to calculate the percentage of users accessing a specific Site feature. However, if we combine or connect aggregated data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this Privacy Policy.
- We do not collect the following Special Categories of Personal data: your religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership. Nor do we collect any information about criminal convictions and offences.

#### HOW IS YOUR DATA COLLECTED?

We use different methods to collect data from and about you including through:

- Direct interactions. You may give us your Identity data, Contact data, Transaction data, Profile data, Financial data, Health Information and Marketing and Communications data by using our Site, filling in forms or by corresponding with us by phone, email, in person or otherwise. This includes personal data you provide when you:
  - purchase a Service
  - use the Service with an Institute
  - create an account on our Site
  - request marketing to be sent to you
  - enter a competition
  - give us feedback or contact the support team
- Automated technologies or interactions. As you interact with our website, we may automatically collect Usage data and Technical data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies.

## HOW WE USE YOUR PERSONAL DATA

You hereby agree that we may use your Information in the following ways:

- to carry out our obligations to you and to provide you with the information, and medical or other services that you request from us including treatment, payment and health care operations:
  - We keep a record of the health information you provide us including test results, diagnoses, medications, etc. which we may disclose to laboratories, clinics and doctors.
  - We keep a record of the services and supplies you receive when we are providing care to you so that this information can be used for billing purposes.
  - We may use your health information to review our services and to evaluate the performance of the Institutes carrying out the Services.
- to provide you with information about other Services we offer that are similar to those that you have already purchased or enquired about;
- to provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (e-mail, SMS or push message) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new user, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.
- to notify you about changes to our Service.
- to improve and ensure that content from our Site is presented in the most effective manner for you and for your Device.
- to administer our Site for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes.
- to allow you to participate in interactive features of our Service, when you choose to do so.
- as part of our efforts to keep our Site safe and secure.
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you.
- to make suggestions and recommendations to you and other users of our Site about goods or services that may interest you or them.
- to comply with a legal or regulatory obligation.

Generally, we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email, text message or other means. You have the right to withdraw consent to marketing at any time by contacting us.

## PRIVACY STATEMENTS

All Users Note:

This section applies to all Users.

Accordingly, a condition of each User's use of and access to the Davva Services is their acceptance of the Terms and Conditions and the Software License Agreement, as applicable, which also involves acceptance of the terms of this Privacy Policy. Any User that does not agree with any provisions of the same has the option to discontinue using the Davva Services immediately. All the Information provided to Davva and/or any Institute by a User is voluntary. You understand that Davva and the

Institutes may use, share and collect certain Information of yours (or of any other person or entity you are associated with) for:

- the purpose of providing access to the Davva Services and rendering the Services;
- commercial purposes and in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes;
- for sale or transfer of such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates;
- for communication purpose, so as to provide you a better way of booking appointments and for obtaining feedback in relation to the Institutes and their practice;
- debugging customer support related issues;
- publishing such Information;
- contacting Users for offering new products or services;
- contacting Users for taking product and Service feedback;
- analysing software usage patterns for improving product design and utility;
- analysing anonymized practice Information for commercial use; or
- any other purpose connected to or derived from the above.

If you have voluntarily provided Information to Davva and/or any Institutes for any of the purposes stated above, you hereby consent to such collection and use of such Information by Davva and the Institutes. By affirming your assent to this Privacy Policy, you provide your consent to such use, collection and disclosure of the Information as required under applicable law. Davva does not control and endorse the content, messages or information found on the Davva Services and, therefore, Davva specifically disclaims any liability with regard to the Davva Services and any actions resulting from your participation in the Davva Services, and you agree that you waive any claims against Davva relating to same, and to the extent such waiver may be ineffective, you agree to release any claims against Davva relating to the same. You are responsible for maintaining the accuracy of the Information you submit to us and any Institutes, such as any contact information provided as part of account registration. If the Information changes, you may correct, delete inaccuracies, or amend the Information by making the change via the Davva Services and/or by contacting the Institute or us through [support@davva.com](mailto:support@davva.com). We will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable. If you provide any Information that is untrue, inaccurate, out of date or incomplete (or becomes untrue, inaccurate, out of date or incomplete), or Davva has reasonable grounds to suspect that the Information provided by you is untrue, inaccurate, out of date or incomplete, Davva may, at its sole discretion, discontinue your access to the Davva Services and the provision of the Services to you. There may be circumstances where Davva will not correct, delete or update your Information, including where:

- the Information is opinion data that is kept solely for evaluative purpose; or
- the Information is in documents related to a prosecution if all proceedings relating to the prosecution have not been completed.

If you wish to cancel your account or request that we no longer use your Information to provide you Services, contact us through [support@davva.com](mailto:support@davva.com). We will retain your Information for as long as your account with Davva Services is active and as needed to provide you with the Services. We shall not retain such Information for longer than is required for the purposes for which the Information may lawfully be used or is otherwise required under any other law for the time being in force. After a period of time, your data may be anonymized and aggregated, and then may be held by us as long as necessary for us to provide our Services effectively, but our use of the anonymized data will be solely for analytic purposes. Please note that your withdrawal of consent, or cancellation of account

may result in Davva being unable to provide you with its Services and/or access to the Davva Services or in Davva terminating any existing relationship Davva may have with you. If you wish to opt-out of receiving non-essential communications such as promotional and marketing-related information regarding the Davva Services or the Services, please send us an email at [support@davva.com](mailto:support@davva.com). Davva may require the User to pay with a credit card, wire transfer, debit card or cheque for the Services for which amount(s) is/are payable. Davva will collect such User's Information including credit card number and/or other financial institution information such as bank account numbers and will use that Information for the billing and payment processes, including but not limited to the use and disclosure of such credit card number and Information to third parties as necessary to complete such billing operation. Verification of credit Information, however, is accomplished solely by the User through the authentication process. User's credit-card/debit card details are transacted upon secure sites of approved payment gateways which are digitally under encryption, thereby providing the highest possible degree of care as per current technology. However, Davva provides you an option not to save your payment details. User is advised, however, that internet technology is not full proof safe, and User should exercise discretion on using the same. Due to the communications standards on the Internet, when a User or anyone else uses the Davva Services, Davva automatically receives the URL of the site from which anyone visits. Davva also receives the Internet Protocol (IP) address of each User's computer (or the proxy server a User used to access the World Wide Web), User's computer operating system and type of web browser the User is using, email patterns, as well as the name of User's ISP. This Information is used to analyse overall trends to help Davva improve the Davva Services and/or its Services. The linkage between User's IP address and User's personally identifiable Information is not shared with or disclosed to third parties. Notwithstanding the above, Davva may share and/or disclose some of the aggregate findings (not the specific data) in anonymized form (i.e., non-personally identifiable) with advertisers, sponsors, investors, strategic partners, and others in order to help grow its business. The Davva Services use temporary cookies to store certain non-sensitive Information that is used by Davva and its Institutes for the technical administration of the Davva Services, research and development, and for User administration. In the course of serving advertisements or optimizing services to its Users, Davva may allow authorized third parties to place or recognize a unique cookie on the User's browser. The cookies however, do not store any personal Information of the User. You may adjust your internet browser to disable cookies. If cookies are disabled you may still use the Davva Services, but the Davva Services may be limited in the use of some of the features. A User may shall not have access to the Davva Services without creating an account. In order to have access to all the features and benefits of the Davva Services, a User must first create an account. To create an account, a User is required to provide the following Information, which such User recognizes and expressly acknowledges is or may be personal allowing others, including Davva, to identify the User: name, User ID, email address, country, ZIP/pin code, age, phone number, password chosen by the User and valid financial account information. Other Information requested on the registration page, including the ability to receive promotional offers from Davva, may be optional. Davva may, in the future, include other optional requests for Information from the User to help Davva to customize the Davva Services to deliver personalised Services to the User. This Privacy Policy applies to the Davva Services which is owned and operated by Davva. Davva does not exercise control over the sites displayed as search results or links from within the Davva Services. These other sites may place their own information, offers, cookies or other files on the Users' Device, collect data or solicit personal information from the Users, for which Davva is not responsible or liable. Accordingly, Davva does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such websites, nor does Davva guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, messages or other materials

available on such websites. The inclusion or exclusion does not imply any endorsement by Davva of the website, the website's provider, or the information on the website. If you decide to visit a third-party website linked to the Davva Services, you do this entirely at your own risk. Davva encourages the User to read the privacy policies of that website. The Davva Services may enable a User to communicate with other Users or to post Information to be accessed by others (including Institutes), whereupon other Users may collect such data. Such Users, including any moderators or administrators, are not authorized Davva representatives or agents, and their opinions or statements do not necessarily reflect those of Davva, and they are not authorized to bind Davva to any contract. Davva hereby expressly disclaims any liability for any reliance or misuse of such Information that is made available by Users or visitors in such a manner. Davva does not collect Information about the visitors of the Davva Services from other sources, such as public records or bodies, or private organisations, save and except for the purposes of registration of the Users (the collection, use, storage and disclosure of which each User must agree to under the Terms and Conditions and the Software License Agreement, as applicable, in order for Davva to effectively render the Services). Davva aims to maintain a reasonably strict "No-Spam" policy, which means that Davva does not intend to sell, rent or otherwise give your e-mail address to a third party without your consent. Davva has implemented reasonable international market practices and security policies, rules and technical measures to protect the personal data that it has under its control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss. However, for any data loss or theft due to unauthorized access to the User's electronic devices through which the User avails the Services, Davva shall not be held liable for any loss whatsoever incurred by the User. Davva implements reasonable security practices and procedures and has a comprehensive documented information security programme and information security policies that contain managerial, technical, operational and physical security control measures that are commensurate with respect to the Information being collected and the nature of Davva's business. Davva takes your right to privacy very seriously and other than as specifically stated in this Privacy Policy, will only disclose your Information in the event it is required to do so by law, rule, regulation, law enforcement agency, governmental official, legal authority or similar requirements or when Davva, in its sole discretion, deems it necessary in order to protect its rights or the rights of others, to prevent harm to persons or property, to fight fraud and credit risk, or to enforce or apply the Terms and Conditions and the Software License Agreement, as applicable.

#### Providers Note:

This section applies to all Partners, Institutes and Suppliers (collectively, the "Providers"), as applicable.

As part of the registration as well as the application creation and submission process that is available to the Providers on Davva, certain Information, including personal or sensitive Information is collected from the Providers. All the statements in this Privacy Policy apply to all Providers, and all Providers are therefore required to read and understand the privacy statements set out herein prior to submitting any personal or sensitive Information to Davva, failing which they are required to leave the Davva Services immediately. Providers' Information, which they choose to provide to Davva, is used to help the Providers describe and identify themselves. This Information is exclusively owned by Davva. You will be the owner of your Information and you consent to Davva collecting, using, processing and/or disclosing this Information for the purposes hereinafter stated. Davva may use such Information for commercial purposes and in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, and may sell or otherwise transfer such research, statistical or intelligence data in an aggregated or non-personally identifiable



form to third parties and affiliates. Davva also reserves the right to use Information provided by or about the Provider for the following purposes:

- publishing such Information;
- contacting Providers for offering new products or services;
- contacting Providers for taking product feedback;
- analysing software usage patterns for improving product design and utility; or
- analysing anonymized practice Information including financial, and inventory Information for commercial use.

Davva automatically enables the listing of Providers' Information on its Services for every 'Pharmacy', 'Doctor' or 'Clinic' added to a Practice using its software. The Provider Information listed on the Davva Services is displayed when Users browse through the Davva Services and/or place a request for Services. Any Information of the Providers listed on the Services is not generated by Davva and is provided to Davva by Providers who wish to enlist themselves on the Davva Services or is collected by Davva from the public domain. Davva displays such Information on the Davva Services on an as-is basis making no representation or warranty on the accuracy or completeness of the Information. As such, we strongly encourage Providers to check the accuracy and completeness of their Information from time to time, and inform us immediately of any discrepancies, changes or updates to such Information. Davva will, however, take reasonable steps to ensure the accuracy and completeness of this Information. Davva may also display Information for Providers who have not signed up or registered with the Davva Services, provided that the Providers have consented to Davva collecting, processing and/or disclosing their Information on the Davva Services. Such Providers are verified by Davva or its associates, and Davva makes reasonable effort to capture accurate Information for such Providers. However, Davva does not undertake any liability for any incorrect or incomplete Information appearing on the Davva Services for such Providers.

Customers Note:

This section applies to all Customers.

As part of the registration/application creation and submission process that is available to Customers on the Davva Services, certain Information, including personal or sensitive Information is collected from the Customers. All the statements in this Privacy Policy apply to all Customers, and all Customers are therefore required to read and understand the privacy statements set out herein prior to submitting any Information to Davva, failing which they are required to leave the Davva Services immediately. If you have inadvertently submitted any such Information to Davva prior to reading the privacy statements set out herein, and you do not agree with the manner in which such Information is collected, processed, stored, used or disclosed, then you may access, modify and delete such Information by using options provided on the Davva Services. In addition, you can, by sending an email to [support@davva.com](mailto:support@davva.com), inquire whether Davva is in possession of your Information, and you may also require Davva to delete and destroy all such Information. Customers' Information, which they choose to provide on the Davva Services is used to help the Customers describe/identify themselves. Other Information that does not personally identify the Customer as an individual, is collected by Davva from Customers (such as, patterns of utilization described above) and is exclusively owned by Davva. Davva may also use such Information in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, and may sell or otherwise transfer such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates. In particular, Davva reserves with it the

right to use anonymized Customer demographics Information and anonymized Customer health Information for the following purposes:

- analysing software usage patterns for improving product design and utility;
- analysing such Information for research and development of new technologies;
- using analysis of such Information in other commercial product offerings of Davva; or
- sharing analysis of such Information with third parties for commercial use.

Davva will communicate with the Customers through email, phone and notices posted on the Davva Services or through other means available through the Davva Services, including text and other forms of messaging. The Customers can change their e-mail and contact preferences at any time by logging into their account and changing their profile settings. At times, Davva conducts a User survey to collect Information about Customers' preferences. These surveys are optional and if Customers choose to respond, their responses will be kept anonymous. Similarly, Davva may offer contests to qualifying Customers in which we ask for contact and demographic Information such as name, email address and mailing address. The demographic Information that Davva collects in the registration process and through surveys is used to help Davva improve its Services and the Davva Services generally to meet the needs and preferences of Customers. Davva may keep records of electronic communications and telephone calls received and made for making appointments or other purposes for the purpose of administration of the Davva Services, customer support, research and development and for better listing of Providers. All Davva employees and data processors, who have access to, and are associated with the processing of Information, are obliged to respect the confidentiality of every Customers' Information. Davva has put in place procedures and technologies as per reasonable industry practices and in accordance with the applicable laws, to maintain security of all Information from the point of collection to the point of destruction. Any third-party data processor to which Davva transfers Information shall have to agree to comply with those procedures and policies or put in place adequate measures on their own. Davva may also disclose or transfer Customers' Information provided by a User, to a third party as part of reorganization or a sale of the assets of Davva or its associate. Any third party to which Davva transfers or sells its assets to will have the right to continue to use the Information that Customers provide to us, in accordance with the Terms and Conditions and the Software License Agreement. To the extent necessary to provide Customers with access to the Davva Services and the Services, Davva may provide their Information to the Providers or other third party contractors who work on behalf of or with Davva to provide Customers with such Services, to help Davva communicate with Customers or to maintain the Davva Services. Generally, the Providers or the third-party contractors do not have any independent right to share this Information, however certain Providers or third part contractors who provide services on the Davva Services, including the providers of online communications services, may use and disclose the Information collected in connection with the provision of these services in accordance with their own privacy policies. In such circumstances, you consent to us disclosing your Information to the Providers or the third-party contractors, solely for the intended purposes only.

#### Casual Visitors Note:

No Information is automatically collected by Davva from any casual visitors of the Davva Services, who are merely perusing the Davva Services. Nevertheless, certain provisions of this Privacy Policy are applicable to even such casual visitors, and such casual visitors are also required to read and understand the privacy statements set out herein, failing which they are required to leave the Davva Services immediately. If you, as a casual visitor, have inadvertently browsed any other page of the Davva Services prior to reading the privacy statements set out herein, and you do not agree with the manner in which such Information is obtained, collected, processed, stored, used, disclosed or

retained, merely quitting this browser application should ordinarily clear all temporary cookies installed by Davva. All visitors, however, are encouraged to use the “clear cookies” functionality of their browsers to ensure such clearing / deletion, as Davva cannot guarantee, predict or provide for the behaviour of the equipment of all the visitors of the Davva Services. You are not a casual visitor if you have willingly submitted any Information to Davva through any means, including email, post or through the registration process on the Davva Services. All such visitors will be deemed to be, and will be treated as, Users for the purposes of this Privacy Policy, and in which case, all the statements in this Privacy Policy apply to such persons.

### COOKIES

Cookies are small computer files that are transferred to your computer’s hard drive that contain information such as user ID, user preferences, lists of pages visited and activities conducted while browsing the Site. At your option, expense and responsibility, you may block cookies or delete cookies from your hard drive. However, by disabling cookies, you may not have access to the entire set of features of this Site. Our Site uses cookies to distinguish you from other users. This helps us to provide you with a good experience when you browse our Site and allows us to improve our services.

### LOCATION INFORMATION

You can choose whether to allow or not allow our Sites to collect and use real-time Information about your Device’s location through the Device’s privacy settings. If you block the use of location information, some parts of our Sites may then be inaccessible or not function properly.

### CHANGE OF PURPOSE

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us. If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so. Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

### LINKS TO THIRD PARTY SITES

Our Site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

### MARKETING

We will always give you the option to choose not to receive marketing communications from us. If you do not wish to have your personal data used by us to promote our own or third parties’ products or services, you can opt-out by contacting us. If we have sent you a promotional e-mail, you may send us a return e-mail asking to be omitted from future e-mail distributions. This opt out does not apply to information provided as a result of a product or service purchase, product service experience or other transactions. Targeted Advertising. If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers’ target-audience preferences, you can opt-out by contacting us.

## PROMOTIONS

We may use your Identity, Contact, Technical, Usage and Profile Data and Special Categories of Personal Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing). You will receive marketing communications from us if you have requested information from us or created an account or purchased services from us or if you provided us with your details when you entered a competition or registered for a promotion and, in each case, you have not opted out of receiving that marketing.

## THIRD-PARTY MARKETING

We will get your express opt-in consent before we share your personal data with any third-party company for marketing purposes. We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way.

## MARKETING OPT OUT

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting us at any time.

Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product/service purchase, warranty registration, product/service experience or other transactions.

## DISCLOSURE OF YOUR INFORMATION

You agree that we have the right to share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries.

We may disclose your personal information to:

- contractors, health care professionals/institutes/entities, which may include nurses and physicians, service providers, business associates, our staff and any third parties we use to support our business and to provide health care services (Davva Services);
- advertisers that require the data to select and serve relevant adverts to you and others;
- analytics and search engine providers that assist us in the improvement and optimisation of our Site;
- other service providers, health plans, or their related entities for their treatment or payment activities, or health care activities;
- third parties in the event that we sell or buy any business or assets, in which case we may disclose your data to the prospective seller or buyer of such business or assets;
- third parties if Davva or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets;
- third parties if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, regulation, subpoena, court order, legal process or government request or in order to enforce or apply our Terms and Conditions and other agreements; or to protect the rights, property, or safety of Davva, our customers, or others.
- third parties when we believe in good faith that disclosure is necessary to protect your safety or the safety of others, to protect our rights, to investigate fraud, or to respond to a government request;

- third parties to notify or assist in notifying a family member, personal representative or another person responsible for your care of your location and general condition.

You further agree that we may make your patient notes (created during a Doctor's consultation using Davva Services) available to any and all other doctors and clinics on the Davva platform.

#### INTERNATIONAL TRANSFERS

We may share your personal data within the Davva platform. This may involve transferring your data outside the European Economic Area (EEA) or United Arab Emirates (UAE) or India. We ensure your personal data is protected by requiring all our group companies to follow the same rules when processing your personal data. External third parties may be based outside the EEA or UAE or India, so their processing of your personal data will involve a transfer of data outside the EEA or UAE or India. Whenever we transfer your personal data out of the EEA, UAE or India we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- Where we use certain service providers, we may use specific contracts which give personal data the same protection it has in the EEA or UAE.
- Where we use providers based in the US, we may transfer data to them if they are part of the Privacy shield which requires them to provide similar protection to personal data shared between the EEA or UAE or India and the US.

#### WHERE WE STORE YOUR PERSONAL DATA

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy. We store all your personal health data – including your primary care information, secondary care information, medication information and diagnostic/therapy information – on secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our Site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone. We do not store any credit or debit card information. Payments are processed via a third-party payment provider that is fully compliant with Level 1 Payment Card Industry (PCI) data security standards. Any payment transactions are encrypted using SSL technology. Once we have received your information, we will use strict procedures, industry standard physical, technical and administrative safeguards and security features to try to prevent unauthorised access.

#### PROTECTION OF PASSWORDS

Your account is protected by your account password, and we urge you to take steps to keep your personal information safe by not disclosing your password and by logging out of your account after each use. It is your responsibility to control the dissemination and use of your password, and to control access to and use of your user ID and password. If you need to deactivate your account, promptly inform us. You agree to promptly notify us of any unauthorised use of your username, password, or any other breach of security that you become aware of.

#### DATA RETENTION

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of

your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements. In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## YOUR RIGHTS

You have the right to make the following requests at any time:

- Request access to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data’s accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

You can exercise the right at any time by contacting us at [support@davva.com](mailto:support@davva.com). You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may

charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances. You may also request that a copy of your information be provided to another person. We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

#### CONFIDENTIALITY AND SECURITY

Your Information is maintained by Davva in electronic form on its equipment, and on the equipment of its employees. Such Information may also be converted to physical form from time to time. Davva takes reasonable precautions to protect your Information both online and off-line and implements reasonable security practices and measures including certain managerial, technical, operational and physical security control measures that are commensurate with respect to the Information being collected and the nature of Davva's business. No administrator at Davva will have knowledge of your password. It is important for you to protect against unauthorized access to your password, your computer and your mobile device. Be sure to log off from the Davva Services when finished. Davva does not undertake any liability for any unauthorised use of your account and password. If you suspect any unauthorized use of your account, you must immediately notify Davva by sending an email to [support@davva.com](mailto:support@davva.com). You shall be liable to indemnify Davva due to any loss suffered by it due to such unauthorized use of your account and password. Davva makes all User Information accessible to its employees, agents or partners and third parties only on a need-to-know basis and binds only its employees to strict confidentiality obligations. Part of the functionality of Davva is assisting the Institutes to maintain and organise such Information. Davva may, therefore, retain and submit all such Information to the appropriate authorities, the Institutes or to third party contractors who request access to such Information. Part of the functionality of Davva is assisting the Customers to access Information relating to them. Davva may, therefore, retain and submit all such Information to the Customers, or to their Institutes. Notwithstanding the above, Davva is not responsible for the confidentiality, security or distribution of your Information by the Institutes and third parties outside the scope of our agreement with such Institutes and third parties. Further, Davva shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond the reasonable control of Davva including but not limited to, acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, poor quality of internet service or telephone service of the User etc.

#### CHANGES TO OUR PRIVACY POLICY

Davva may update this Privacy Policy at any time, with or without advance notice. In the event there are significant changes in the way Davva treats User's Information, or in the Privacy Policy itself, Davva will display a notice on the Davva Services or send Users an email, as provided for above, so that you may review the changed terms prior to continuing to use the Davva Services. As always, if you object to any of the changes to our terms, and you no longer wish to use the Davva Services, you may contact [support@davva.com](mailto:support@davva.com) to deactivate your account. Unless stated otherwise, Davva's current Privacy Policy applies to all Information that Davva has about you and your account. Continued use of our Site following notice of such changes will indicate your acknowledgement of such changes and consent to be bound by the terms and conditions of such changes. By using the Site, you are agreeing to our collection, use and disposal of your personal information and other data as described in this policy, both as it exists now and as it is changed from time to time. Please check back frequently to see any updates or changes to our Privacy Policy.

## CHILDREN'S AND MINOR'S PRIVACY

Davva strongly encourages parents and guardians to supervise the online activities of their minor children and consider using parental control tools available from online services and software manufacturers to help provide a child-friendly online environment. These tools also can prevent minors from disclosing their name, address, and other Information online without parental permission. Although the Davva Services are not intended for use by minors, Davva respects the privacy of minors who may inadvertently use the internet or the mobile application.

## INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and our officers, contractors, directors, employees, agents, subsidiaries, affiliates, licensors, suppliers, parent, other affiliated companies, successors, and assigns harmless from and against all claims, actions, demands and expenses, liabilities and settlements, including legal fees, resulting from, or alleged to result or related to (a) your access to Davva, (b) your use of the Davva Services, or (c) the violation of this Privacy Policy or applicable law, or of any intellectual property or other right of any person or entity, by you or any third party accessing the Site using your Customer Information or Credentials (User ID and Password).

## CONSENT TO THIS POLICY

You acknowledge that this Privacy Policy is a part of the Software License Agreement and the Terms and Conditions, as applicable, and you unconditionally agree that becoming a User of the Davva Services signifies your (i) assent to this Privacy Policy, and (ii) consent to Davva using, collecting, processing and/or disclosing your Information in the manner and for the purposes set out in this Privacy Policy. Your visit to and use of the Davva Services is subject to this Privacy Policy and the Software License Agreement and the Terms and Conditions, as applicable.

## CONTACT

Should you have questions about this Privacy Policy or Davva's information collection, use and disclosure practices or any grievance with respect to our use of your information, you may contact us at [support@davva.com](mailto:support@davva.com). We will use reasonable efforts to respond promptly to any requests, questions or concerns, which you may have regarding our use of your personal information.

## DISPUTE RESOLUTION AND GOVERNING LAW

Please note that this Privacy Policy, its subject matter and its formation, are governed by the substantive law of the Emirate of Dubai, United Arab Emirates. Any dispute, controversy, proceedings or claim of whatever nature arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be governed, construed and finally resolved by the Courts of Dubai, United Arab Emirates, which shall have exclusive jurisdiction.