

## **Terms & Conditions**

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, Askaris Cyber Security LLC, Suite 202 Palace Towers, Dubai Silicon Oasis, Dubai, United Arab Emirates (“Our Site”). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

### **1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- “Content” means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, our Site;
- “System” means any online communications facility that We make available on Our Site either now or in the future. This may include, but is not limited to, contact forms, email, and live chat;
- “We/Us/Our” means Askaris Cyber Security LLC, a company registered in the United Arab Emirates, whose registered address is Askaris Cyber Security LLC, Suite 202 Palace Towers, Dubai Silicon Oasis, Dubai, United Arab Emirates.

### **2. Information About Us**

2.1 Our Site, <https://askaris.com/> - is owned and operated by Askaris Cyber Security LLC, a company registered in the United Arab Emirates, whose registered address is Askaris Cyber Security LLC, Suite 202 Palace Towers, Dubai Silicon Oasis, Dubai, United Arab Emirates.

### **3. Access to Our Site**

3.1 Access to Our Site is free of charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend, or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

### **4. Intellectual Property Rights**

4.1 All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or

has been licensed by Us. All Content is protected by applicable United Arab Emirates and international intellectual property laws and treaties.

4.2 Subject to sub-Clauses 4.3 and 4.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.

4.3 You may:

4.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);

4.3.2 Download Our Site (or any part of it) for caching;

4.3.3 Print [one copy of any] page[s] from Our Site;

4.3.4 Download extracts from pages on Our Site; and

4.3.5 Save pages from Our Site for later and/or offline viewing.

4.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.

4.5 You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

4.6 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

## **5. Links to Our Site**

5.1 You may link to Our Site provided that:

5.1.1 You do so in a fair and legal manner;

5.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

5.1.3 You do not use any logos or trade marks displayed on Our Site without Our express written permission; and

5.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

5.2 You may link to any page of Our Site.

5.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at [sean.allison@askaris.com](mailto:sean.allison@askaris.com) for further information.

5.4 You may not link to Our Site from any other site the content of which contains material that:

5.4.1 is sexually explicit;

5.4.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;

5.4.3 promotes violence;

5.4.4 promotes or assists in any form of unlawful activity;

5.4.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

5.4.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

5.4.7 is calculated or is otherwise likely to deceive another person;

5.4.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;

5.4.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 5.4);

5.4.10 implies any form of affiliation with Us where none exists;

5.4.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or

5.4.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

## **6. Links to Other Sites**

6.1 Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

## **7. Use of Our System**

7.1 You may use Our System at any time to contact Us. Please note the following; you must not:

7.1.1 communicate in a way that is obscene, deliberately offensive, hateful or otherwise inflammatory;

7.1.2 submit information that promotes violence;

7.1.3 submit information that promotes or assists in any form of unlawful activity;

7.1.4 submit information that discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;

7.1.5 submit information that is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

7.1.6 submit information that is calculated or is otherwise likely to deceive;

7.1.7 submit information that is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;

7.1.8 misleadingly impersonate any person or otherwise misrepresent your identity or affiliation in a way that is calculated to deceive;

7.1.9 imply any form of affiliation with Us where none exists;

7.1.10 infringe, or assist in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or

7.1.11 submit information in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

7.2 We may monitor any and all communications made using Our System

7.3 Any information that you send to Us through Our System may be modified by Us and, by sending us such information, you waive your moral right to be identified as the author of that information.

7.4 Any personal information sent to Us, whether through Our System or otherwise (including but not limited to your name and contact details), will be collected, used and held in accordance with your rights and Our obligations under the Data Protection Act 1998, as set out in Clause 13.

## **8. Disclaimers**

8.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to commercial consultations.

8.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

8.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to[1]date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

8.4 No part of Our Site is intended to constitute a contractual offer capable of acceptance. No goods or services are sold through Our Site and the details of services provided on Our Site are provided for general information purposes only.

8.5 We make reasonable efforts to ensure that any and all pricing information shown on Our Site is correct at the time of going online. We reserve the right to change prices at any time and may add or remove special offers and promotions from time to time. All pricing information is reviewed and updated regularly.

8.6 Whilst every reasonable effort has been made to ensure that all representations and descriptions of services available from Us correspond to the actual services available, minor variations or errors may occur. In the event of any discrepancy, please contact us directly.

8.7 We make no representation, warranty, or guarantee that services shown on Our Site will be available from Us. Please contact Us if you wish to enquire as to the availability of any services.

## **9. Our Liability**

9.1 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including

negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.

9.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.

9.3 If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

9.4 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.

9.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

9.6 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

## **10. Viruses, Malware and Security**

10.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.

10.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

10.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.

10.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.

10.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

10.6 By breaching the provisions of sub-Clauses 10.3 to 10.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

## **11. Acceptable Use Policy**

11.1 You may only use Our Site in a manner that is lawful. Specifically:

11.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;

11.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;

11.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and

11.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

11.2 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 11 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:

11.2.1 suspend, whether temporarily or permanently, your right to access Our Site;

11.2.2 issue you with a written warning;

11.2.3 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

11.2.4 take further legal action against you as appropriate;

11.2.5 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

11.2.6 any other actions which We deem reasonably appropriate (and lawful).

11.3 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

## **12. Privacy and Cookies**

12.1 Use of Our Site is also governed by Privacy Policies, available from our Privacy Notice. These policies are incorporated into these Terms and Conditions by this reference.

## **13. Data Protection**

13.1 All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used and held in accordance with GDPR and the Data Protection Act 2018 and your rights and Our obligations under that Act.

13.2 We may use your personal information to:

13.2.1 Reply to any communications you send to Us;

13.2.2 Send you important notices, as detailed in Clause 14;

13.3 We will not pass on your personal information to any third parties.

## **14. Communications from Us**

14.1 If We have your contact details, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.

14.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to 5 business days for your new preferences to take effect.

14.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at [sean.allison@askaris.com](mailto:sean.allison@askaris.com) or via the contact page.

## **15. Changes to these Terms and Conditions**

15.1 We may alter these Terms and Conditions at any time. [If We do so, details of the changes will be highlighted at the top of this page.] Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.



15.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

## **16. Contacting Us**

16.1 To contact Us, please use Our System, email Us at [sean.allison@askaris.com](mailto:sean.allison@askaris.com), or using any of the methods provided on Our contact page.

## **17. Law and Jurisdiction**

17.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

17.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of the United Arab Emirates, as determined by your residency.

17.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of the United Arab Emirates.

## **Privacy Notice**

### **1. YOUR PERSONAL DATA:**

#### **1.1. WHAT WE NEED**

Askaris will be what's known as the 'Controller' of the personal data you provide to us, and this Privacy Notice explains how we collect and use personal information about you.

We may collect personal data that you provide to us because you have:

- Purchased an Askaris product or service
- Requested information about or attended one of our events
- Requested to download material from our website
- Applied for a job with Askaris or provided a reference
- Subscribed to our e-newsletter
- Requested information about Askaris products or services

This may include personal as well as special categories of data and we will keep you informed on why this is necessary to collect.

If you have requested information, registered for an event, or procured one of our products or services, we may offer you further information that we feel you may be of interest to you. You will be able to opt-out of this selective messaging at any time. In addition, you may opt-in to

our information services that will keep you fully informed of the business and its present and future services.

## 1.2. YOUR PERSONAL DATA RIGHTS

Your privacy is very important to us and Askaris will respect all your Data Subject Rights. Upon contact, Askaris aim to administer your Rights within 30 days of authentication of the subject, following receipt of the request. However, we reserve the right to extend this period if we deem additional effort is required to fulfil the request to a satisfactory level. We will advise you within the 30 days if an extension is required.

Your Rights include, but not limited to:

**The Right of Access:** At any time, you can request a copy of your personal information held within our systems. We will inform you as to whether data is held or not on our systems. If data is held then a copy of the information and the required supplement notice will be provided to you.

**Right of Rectification:** allows you to request changes to the information we hold on you, to enable the correction of incomplete or inaccurate information. Askaris may periodically request you to verify your data we store about you is accurate and up to date.

**Right of Erasure:** You may request for your data to be erased and if there is no good or lawful reason for us continuing to process it, then your personal data will be removed. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).

**Object to processing:** You may object to the processing of your personal information 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. You also have the right to object where we are processing your personal information for direct marketing purposes.

**Request the restriction of processing:** This enables you to request the suspension of processing of personal information about you, for example you may invoke this right if you are querying the accuracy or reason for us processing your data.

**Request to Transfer:** You can request the transfer of your information to another party.  
**Withdrawal of Consent:** You have the right to withdraw your consent for us to process your personal data, where you have previously provided consent. Withdrawal of consent will not affect the lawfulness of any processing carried out before you withdraw your consent. However, on some occasions if consent is withdrawn, we may not be able to provide certain products or services. On these occasions we will advise you of the affects of the withdrawal of consent.

If you require to invoke any of your rights, our contact details are provided within Section 1.9 of this Privacy Notice

### 1.3. RETENTION PERIODS

We only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of our personal data, the potential risk of harm from unauthorised use or disclosure, the purposes for which it is being processed, and whether we can achieve those purposes through other means, and applicable legal requirements.

All personal data collected under contract will be held for a period of 6 years plus current from the end of the contract. This includes: contractual and personal data.

Data collected under consent will be used until consent is withdrawn or if it is no longer useful for the purpose with which it was collected. Some data may not be removed if it involves a disproportionate effort.

Please note: After this retention period has expired, Askaris will be unable to offer confirmation of costs, descriptions of work undertaken, or anything pertaining to the product or service.

The above does not affect your Rights as a data subject.

### 1.4. FAILING TO PROVIDE NECESSARY PERSONAL DATA

Failing to provide some or all the necessary personal data may result in:

- Askaris being unable to fulfil our contractual or legal obligation.
- delays or failures of contracts or proceeding

It is important that the personal information we hold about you is accurate, current and relevant. Please keep us informed if your personal information changes.

### 1.5. SHARING PERSONAL DATA

Askaris may share your personal data with other organisations, companies or partnerships in order to carry out the contract of service you have requested.

If Askaris shares your data on a regular basis with organisations we will performed due-diligence and hold written contracts and agreement with these organisations to legally safeguard your data.

If you have consented for us to share your data with other organisation for the purposes of marketing, we will keep your consent on record until it is withdrawn, or the purpose is no longer valid. On withdrawal of consent Askaris will take reasonable steps to contact these organisation on your behalf to inform them of your request to remove your consent. However,

Askaris are not be liable for the actions of other third-parties companies who are responsible for their own data processing practices.

## 1.6. TRANSFER TO INTERNATIONAL COUNTRIES

Your data may be transferred internationally. If your data is transferred, Askaris will legally safeguard your personal data by:

- Transferring to countries outside of the United Arab Emirates.
- Transferring to an EU Adequate country, or a US Privacy Shield company.
- Transferring under “EU Model Clauses” agreement with the importing party.

Owing to the global nature of the Internet infrastructure, the information you provide may be transferred in transit to countries outside the United Arab Emirates that do not have similar protections in place regarding the protection of your personal data. Where this is the case end-to-end encryption will be employed to transmit the data securely.

Where Askaris is unable to utilise legal safeguards when transferring data to a third-country, then Askaris will seek consent from you to facilitate the data transfer. This could be the case when arranging specific co-operation from abroad.

## 1.7. INFORMATION SECURITY

**Transmission:** Where personal data is transmitted electronically over an unsecure network (e.g. public network) appropriate encryption technology is used. If your data is transmitted in a hard-copy format we use secure methods of transport suitable to the nature of the personal data.

**Storage:** Personal electronic records are located on servers in secure premises. If your data is required to be stored outside of the secure premise, the data will be in an encrypted format. Personal paper-based records will be stored in a locked filing cabinet in secure offices to prevent inadvertent access by unauthorised 3rd parties

**Access:** Only personnel authorised by Askaris will have access to your personal data records on a need to know basis.

**Disclosure of personal data:** We do not disclose personal data unless we're required to do so to comply with the law; under contract; have your consent or is in your vital interest.

## 1.8. AUTOMATED DECISION MAKING AND PROFILING

The information you provided to Askaris will be provisioned on to the Askaris database. Askaris uses limited automated decisions using retargeting software in relation to optimising our user journey. This does not affect your Rights as a Data Subject.

## 1.9. DATA SUBJECT RIGHTS

If you would like to exercise your Data Subject Rights including your right to access; rectification; erasure; restriction; or objection to processing, please contact the Data Protection Officer at Askaris.

Data Protection Officer  
Suite 202 Palace Towers  
Dubai Silicon Oasis  
Dubai  
United Arab Emirates

#### 1.10. ESCALATING A DATA PROTECTION CONCERN

While you should contact Askaris in the first instant of a complaint or dispute. You have the right of redress and you may contact the Information Commissioners Office in your local jurisdiction.