

Privacy Policy

1. INTRODUCTION AND IMPORTANT INFORMATION

Alyiant Consultancy Limited (DIFC Commercial Licence No. CL3207) with its address at GA-00-SZ-L1-RT-208, Level 1, Gate Avenue – South Zone, Dubai International Financial Centre, Dubai, United Arab Emirates (hereinafter referred to as “Alyiant”, “we”, “We”, “us”, “our”) is committed to respecting your privacy. This Privacy Policy (“Policy”), amongst other matters, describes, how and why we collect, store and use your personal data, and provides information about the rights you have in relation to such personal data.

Please see our website: www.alyiantconsultancy.com (“Website”) for further information about us. This Policy also forms part of the section titled “Legal” set forth below.

Controller: Alyiant is the “Controller” of your personal data for the purposes of the Dubai International Financial Centre (“DIFC”) Data Protection Law DIFC Law No. 5 of 2020 (“Data Protection Law”). Alyiant’s address details are set forth hereinabove and Alyiant may also be contacted by email at info@alyiantconsultancy.com.

Data Protection Officer: Alyiant has appointed a data protection officer (“DPO”) who is responsible for overseeing matters in relation to this Policy. If you have any concerns over your personal data that we may hold or if you have any questions with respect to any of the matters contained in this Policy, please contact our DPO – Aly Shah at: aly@alyiantconsultancy.com

For further details on the Data Protection Law which Alyiant adheres to and to the rights afforded to you under such legislation, please refer to the Data Protection Law.

2. COLLECTION OF PERSONAL DATA AND CONSENT

We may collect personal data from you through your use of the Website, or when you request information from us, or when you engage us for any services, or as a result of your relationship with any of our customers, or otherwise as a result of your relationship with us.

We may request, and collect from you, personal data. Depending on the information or services requested, we may ask you to provide personal data about you, including personal details such as your name, age, birth date, nationality, gender, home address, details of home address, work address, phone and mobile numbers, email address, utility bills, passport details, identity card details, photograph, driving license details, marital status, country of residence, tax details, criminal record details; family details; employment details; education details; financial (including source of wealth, source of funds and bank accounts), commercial, legal and regulatory details.

By providing us with any personal data, you are consenting to the use of your personal data as contemplated in this Policy. If you do not want us to use your personal data for any of the purposes set forth in this Policy, please do not provide us with your personal data.

In addition to the personal data you knowingly provide to us, we may collect, via our Website, the domain names and IP addresses of visitors, along with usage statistics relating to the websites.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

3. PURPOSES

We will only use your personal data for our legitimate business purposes, including:

- (a) to process and respond to inquiries;
- (b) to provides our services;
- (c) to advertise and market our services and to carry out public relations with respect to our services;
- (d) to manage our relationship with you and our customers;
- (e) for accounts and records purposes;
- (f) for administration of membership records purposes;
- (g) for information and data bank purposes;
- (h) for licensing and registration purposes;
- (i) staff administration;
- (j) to comply with our legal and regulatory obligations;
- (k) client due diligence and background checks and related purposes; and
- (l) where otherwise permitted or required by any applicable law.

We may need to transfer your personal data to a third party(ies) in connection with or during negotiations of any merger, sale of assets, consolidation, restructuring, financing, and/or acquisition of all or a portion of Alyiant's business by an individual person(s) and/or by or into another company or entity.

4. SHARING OF PERSONAL DATA

We may disclose your personal data to any third party recipient: (i) for the purposes set forth in this Policy and/or for the purposes of outsourcing one or more of the purposes described in this Policy; (ii) to confirm or update information provided by you; (iii) to inform you of events, information about our services, and other important information, or (iv) for any other purposes disclosed at or before the time the personal data is collected. In connection with disclosing your personal data to a third party for any other purpose, we will in such case only disclose your personal data where you have given your consent, or where we are required to do so by law, or where it is necessary for the purpose of, or in connection with legal proceedings or in order to exercise or defend legal rights.

5. TRANSFER OF PERSONAL DATA AND DATA STORAGE

It may be necessary for us to share your personal data with a third party for one or more of purposes described in this Policy (including without limitation to professional services firms around the world, who provide services to us or on our behalf or on your behalf) or for data transmission or data storage purposes. This will entail a transfer of personal data from within the DIFC to recipients outside the DIFC, and vice versa. The level of personal data protection in locations outside the DIFC may be less than that offered within the DIFC or the country in which you reside and may not be recognized as providing an adequate level of protection, but we have procedures in place to ensure the protection of personal data. These procedures comprise putting steps in place to ensure that all such entities keep your personal data confidential and secure and only use it for the purposes that we have specified and communicated to you. When we transfer your personal data to other countries, we will use, share and safeguard that personal data as described in this Policy. If you require further information with respect to the foregoing, please contact the DPO.

6. MARKETING MATERIALS

We may from time to time by email inform customers and other contacts about our services, including our publications and events. If you would like to cease receiving marketing materials from us at any time, please let us know at info@alyiantconsultancy.com

7. YOUR RIGHTS

You have rights available to you in certain circumstances under the Data Protection Law, including:

- (a) your right to withdraw your consent;
- (b) your right access, rectification and erasure of your personal data;
- (c) your right to object to processing of your personal data;
- (d) your right to restrict the processing of your personal data; and
- (e) your right to data portability.

Please contact our DPO at the details provided in section 1 hereinabove if you would like to exercise any of the above rights.

You have the right to lodge a complaint to the DIFC Commissioner of Data Protection at any time pursuant to and in accordance with the Data Protection Law.

8. CONFIDENTIALITY

The personal data you provide may be confidential, and we will maintain such confidentiality and protect your personal data in accordance with this Policy and applicable law. We do not sell, rent, distribute, or otherwise make, personal data commercially available to any third party. We may share personal data with any third party for the purposes set out in this Policy.

9. HOW LONG WE KEEP YOUR PERSONAL DATA

We will retain your personal data for the length of time required to fulfil the purposes for which it was collected as set forth in this Policy unless a longer retention period is required or permitted by law. Any of your personal data that is processed for marketing purposes will be stored until you exercise the right to withdraw your consent.

In addition to the foregoing, your personal data will be kept for and during any applicable statute of limitations period for any disputes or liabilities that may arise as a consequence of the processing of any of your personal data. Once any potential actions are time-barred, we will proceed to delete your personal data.

10. DATA SECURITY

We have implemented reasonable administrative, technical and physical measures to protect your personal data against loss, misuse and alteration. Unfortunately, no data transmission over the internet can be guaranteed to be fully secure. As a result, Alyiant cannot warrant or guarantee the security of any personal data you transmit to us and you do so at your own risk.

11. COOKIES

We may use cookies to distinguish you from other users of our Website. This will help us provide you with a good experience when you browse our Website and allow us to improve our Website. In such circumstances, accessing the Website will create a “Cookie”. A Cookie is a small amount of data which is transferred to your browser by a web server. Cookies may be used to recognise you and facilitate your access to the Website without the need for you having to state your preferences again. Cookies may also be used to remember your activities and facilitate navigation as well as being used to track your visits to the Website. We may use Google Analytics, and other similar products to track unique visitors to our website (storing a unique visitor ID, the date and time of first visit, the time their current visit started and the total number of visits they have made); to register session details (so as to attribute visit information, including conversions and transactions to a traffic source); and to register that a website visit has ended and the browser closed. Most internet browsers have a mechanism notifying you when you receive a new cookie, and telling you how to reject new cookies or disable cookies altogether (if you wish to do so).

12. LIMITATION OF LIABILITY

To the extent permitted by law, Alyiant shall not be liable for any direct, indirect, punitive, incidental, special, or consequential loss or damage (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption or data breach) arising out of, or in any way connected with any of the matters set forth in this Policy.

13. CHANGES TO PRIVACY POLICY

We may change this Policy from time to time without any notice to you. Please check back regularly to keep informed of changes to this Policy. Such changes are effective immediately after they are posted on this page.

Legal

1. TERMS AND CONDITIONS OF USE

These terms and conditions of use, as well as any other additional terms, conditions, notices and disclaimers displayed elsewhere on this Website: www.alyiantconsultancy.com (“**Terms**”) apply to your use of this Website. Please read these Terms carefully before accessing or using the information and services available through this Website. We may change these Terms from time to time without any notice to you and you should therefore check back regularly to keep informed of changes to these Terms. Such changes are effective immediately after they are posted on this page.

Your access to and/or visit of and/or use of this Website constitutes your continued acceptance of all terms, conditions, and notices that are effective as of the date and time you use, visit or access this Website. These Terms constitute a legal agreement between “**you**” (the user of this Website) and “**us**” (Alyiant Consultancy Limited, hereinafter referred to as “**Alyiant**”).

2. THE WEBSITE

This Website is owned by Alyiant. The material on this Website has been prepared as general information about Alyiant and its services. The contents of this Website are not intended to provide any type of advice and, as such, the contents of this Website do not constitute any type of advice. You should not act on the information provided on this Website without seeking proper advice. The use of this Website does not create any service or business relationship between you and Alyiant.

3. CONFIDENTIAL INFORMATION

Communications via this Website do not establish a service or business relationship between you and Alyiant and any information provided to Alyiant before a service or business relationship is established, as evidenced by signed terms of engagement, shall not be treated as confidential information. Accordingly, until a formal service or business relationship is established between you and Alyiant, please do NOT send any confidential information or any information you would expect to be maintained in confidence through this Website or through any email address posted on this Website.

4. COPYRIGHT

Unless otherwise expressly indicated, copyright of the contents of this Website (“**Website Content**”) is owned by or is licensed to Alyiant. The Website Content may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed in whole or part for any purpose other than for individual viewing of this Website without the express prior permission of Alyiant.

5. NO LIABILITY FOR OTHER WEBSITES

The Website may contain links to other independent websites. These links are provided for your convenience only, and do not amount to a recommendation or endorsement by Alyiant of that third party or its website. Alyiant has no control over the content of such third party websites, and Alyiant has not verified the accuracy of any content on such third party website. Accordingly, Alyiant shall not be responsible or liable for the content of such third party websites.

6. PRIVACY

In order to access or use certain features of this Website, you may be required to provide personal data about yourself including, amongst other things, your email address. Please read Alyiant’s Privacy Policy (set forth on this Website) which, amongst other matters, describes how Alyiant uses your personal data.

7. LIMITATION OF LIABILITY

To the extent permitted by any applicable law, Alyiant shall not be liable for any direct, indirect, punitive, incidental, special, or consequential damages or loss (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) arising out of, or in way connected with, the use or inability to use this Website and the Website Content.

8. GOVERNING LAW AND JURISDICTION

Your access to and/or visit of and/or use of this Website and/or any matters set forth on this Website (including the Privacy Policy) are governed by and shall be construed in accordance with the laws of the Dubai International Financial Centre. The Courts of the Dubai International Financial Centre shall have exclusive jurisdiction over any dispute relating thereto, without prejudice to Alyiant’s



right to make a choice of any other court having jurisdiction on such a dispute under any applicable law.

We hope that you will find this Website helpful and convenient to use. If you have questions or comments regarding this Website, please contact info@alyiantconsultancy.com