

ZAFER PRIVACY POLICY

Effective Date: November 25, 2025

Welcome to Zafer, which provides digital transaction management. This Zafer privacy policy ("Privacy Policy") describes how we collect, use, protect and share information about you that we obtain when you access and use our Platform (defined below) whether through a Website or the App, including when you register for an account, use our Services, request customer support, submit questions or feedback. This Privacy Policy also applies to information that we obtain when you communicate or interact with us outside of the Platform, including by e-mail, telephone and otherwise.

Please read this Privacy Policy carefully to understand how we will treat your information before you start to use our Platform or communicate with us outside the Platform. This Privacy Policy also is intended to explain the conditions under which Zafer uses and discloses that information, and your rights in relation to that information.

Changes to this Privacy Policy are discussed at the end of this document.

Please click on the sections below to learn more about our Privacy Policy:

DEFINITIONS

For purposes of this Privacy Policy, the following defined terms mean:

"App" means any and all downloadable applications (including, any mobile or tablet applications) owned or operated by Zafer through which access to Zafer's Services are available. References to the "App" include any and all related features, functionality, tools, and content.

"Platform" refers, collectively, to any and all Websites, Apps and other technology through which Zafer provides the Services.

"Services" means any and all digital transaction management and electronic signature services, and related services and promotions, provided by Zafer, including support services.

"User" means any person or entity who accesses or uses the Platform in any manner. References to "access" and/or "use" of the Platform (and any variations thereof) include the acts of accessing or browsing the Platform and accessing or using the Services.

"User Content" refers to text, information and other content uploaded, stored, shared or otherwise made available or caused to be made available by Users on or through the Platform.

"Your Content" refers to User Content that is provided or made available or caused to be made available by you.

"Website" means any and all websites owned or operated by Zafer (including the website currently located at through which access to Zafer's Services are available. References to the "Website" include any and all related features, functionality, tools, and content.

HOW WE COLLECT INFORMATION

Zafer collects information from you, including personally identifiable information, when you use the Platform or Services. This information is collected and stored electronically by us. This information may be provided to us voluntarily by you, information that is generated from the use of the Platform automatically, and information that is provided to us from other sources.

Information You Provide to Us Voluntarily

We collect information that you provide directly to us, including when you register for an account, download the App, use the Services, start, sign or review an electronic document, respond to a survey or provide other feedback about the Platform, send us your resume or CV, or contact us with questions or comments about the Platform. This information includes:

- contact information. Information necessary to contact you, including name, address, email address and telephone number.
- signature information. Information required for document signatures including full name, title, and your signature in electronic form.
- credential information. Account credential information like username and password for the Platform.

- billing information. Payment card information and other billing information (such as card image, card number, cardholder name, expiration date and card verification code) associated with your account.
- personal identifiers. Your social security number if required for certain Services.
- geographic location. Location information like your zip code or any electronic geolocation marker you provide to us);
- Content. Content within any messages you send to us like feedback and questions to customer support, as well as content you publicly post on the Platform such as Services reviews.
- Personal Contacts Data, including the first and last name, email address, and phone number of your personal contacts. We collect data about your contacts with your consent and in order to fulfill a request by you, such as finding your contacts on the Services or inviting your contacts to join the Services.

Administrator Information, we may also collect information about you if a company or organization authorizes you to manage its account or use our Platform on its behalf.

We will not ask for or request sensitive information such as medical information or financial information (except in connection to payments). Please do not provide this information to us through e-mails, feedback forms or in any other way unless specifically requested. Any additional information provided by you to us is provided at your own risk.

Information Generated from Use of the Platform

We also collect certain technical information when you access, browse and use our Platform, including information that we automatically receive and record from your browser or mobile platform on our server logs. This technical information helps us operate and provide our Platform to you, and includes standard information about visits and system capabilities, such as:

- Device Information. Information about the device(s) you use to access our Platform, including MAC address, IP address, browser type and version, your location, time zone setting, browser plug-in types and versions, operating system and platform, device type, device and application identifiers, operating information, mobile carrier, and cookies.
- Log Data. Information about your visits to the Platform, including the full URL clickstream to, through, and from the Platform, dates and times, page response times and download errors.
- Service Use Data. Information we need and use to facilitate your use of our Platform (including to provide access to third party websites and services), such as URL requests, destination IP addresses, or device configuration details, as well as information about how you are using our Services including, pages you view, searches you run, length of time browsing search results, specific search results you select to view, length of visits to other pages, page interaction information (such as scrolling, clicks, and mouse-overs), your engagement with certain variable/dynamic elements of a page and methods used to browse away from the page;
- Cookies. Small data files stored on your device that act as a unique tag to identify your browser. We use two types of cookies: session cookies and persistent cookies. Session cookies make it easier for you to navigate our website and expire when you close your browser. Persistent cookies help with personalizing your experience, remembering your preferences, and supporting security features. Additionally, persistent cookies allow us to bring you advertising both on and off the Services. Persistent cookies may remain on your device for extended periods of time, and generally may be controlled through your browser settings.
- Pixels (also known as web beacons), Types of code embedded in a website, video, email, or advertisement that sends information about your use to a server. There are various types of pixels, including image pixels (which are small graphic images) and JavaScript pixels (which contains JavaScript code). When you access a website, video, email, or advertisement that contains a pixel, the pixel may permit us or a separate entity to drop or read cookies on your browser. Pixels are used in combination with cookies to track activity by a particular browser on a particular device. We may incorporate pixels from separate entities that allow us to track our communications, bring you advertising both on and off the Services, and provide you with additional functionality, such as the ability to connect our Services with your social media account.
- Location-Identifying Technologies, which are technologies used to collect your location. For example, GPS, Wi-Fi, and Bluetooth may be used to collect precise location data when you consent to precise location tracking through our apps. Location data may be used for purposes such as verifying your device's location and delivering or restricting relevant content and advertising based on that location.

For more details about cookies, beacons, and your choices, see Cookies and Beacons below.

Information from Other Sources

We may receive certain information about you from the organizations or entities on behalf of which we provide the Services to you and/or on behalf of which you access or use the Platform. We may also supplement the technical information we

collect from your use of the Platform with information collected by third parties. Such third parties may include service providers, such as Google Inc., that help us understand our Users and provide better service to our Users.

On occasion, we may compare or combine Personally Identifiable Information (defined below) from third party sources to/with other information we have collected. For example, we may obtain contact information from other sources in order to contact you if we think you or the company you represent would be interested in our Platform.

Information from UAE Pass

If you choose to register for or sign in to our Platform using UAE Pass, we will collect certain personal information from your UAE Pass profile, including your full name, email address, and a unique user identifier (UUID). This data is securely stored in the United Arab Emirates (UAE) to comply with local data residency regulations and is governed by applicable UAE privacy laws. We do not access or store additional UAE Pass data beyond what is required for authentication and secure account setup.

HOW INFORMATION MAY BE USED

We may use the Personally Identifiable Information we collect to:

- user authentication purposes, including authentication through third-party identity providers such as UAE Pass.
- create and manage your account.
- provide the Platform to you.
- process and confirm the execution of documents.
- operate our Platform, including access management, Platform administration, internal operations, troubleshooting, data analysis, testing, research, statistical and survey purposes.
- send you information that enables you to use our Platform.
- contact you about activity on your account.
- generate reporting regarding the use of our Platform by Users.
- respond to your requests, feedback or inquiries.
- notify you about updates, information, or alerts regarding our Platform.
- process payments.
- comply with laws, regulations, and other legal requirements.
- comply with relevant industry standards and our policies.
- protect and enforce our rights and the rights of other Users against unlawful activity, including identify theft and fraud, and other violations of our Terms and Conditions of Use.
- protect and enforce our rights arising under any agreements entered into between you and us, including billing and collection.
- protect the integrity and maintain the security of our Platform, including secured areas of the Platform.
- operate, evaluate and improve our business, including conducting surveys and market research, developing new products, services, and promotions (such as, for example, special events, programs, offers, contests), analyzing and enhancing existing products, services, and promotions, managing our communications, performing accounting, auditing, and other internal functions.
- administer your participation in such products, services, and promotions; and
- With your consent.

For the avoidance of doubt, your social security number (or equivalent) will be collected, used and disclosed solely in connection with premium user authentication features.

Notwithstanding the above, we may use information that does not identify you (including information that has been aggregated or de-identified) for any purpose except as prohibited by applicable law. For information on your rights and choices regarding how we use information about you, please see the “Your Choices” section below.

CHANGE OF CONTROL

In the event Zafer is involved in a merger, acquisition, sale of assets, or other corporate transaction (a “Change of Control” event), your personal data and User Content (including any data stored in the UAE for UAE Pass users or government clients) may be transferred to the acquiring entity. By accepting this Privacy Policy, you consent to such transfer. We will require that the acquiring entity or successor adhere to the terms of this Privacy Policy, or that they provide you with prior notice if their policy materially changes. Zafer will remain responsible for your data in accordance with this policy until the successful completion of the transfer.

DATA RETENTION

We will retain your Personally Identifiable Information on our systems only for as long as we need it, given the purposes for which it was collected, or as required to do so by law. The length of time for which we retain information depends on the purposes for which we collected and use it and/or as required to comply with applicable laws. Where there are technical limitations that prevent deletion or anonymization, we safeguard personal data and limit active use of it. Your account data will be deleted 30 days after your license expires.

We keep contact information (such as mailing list information) until a User unsubscribes or requests that we delete that information. If you choose to unsubscribe from a mailing list, we may keep certain limited information about you so that we may honor your request. We dispose of resumes when they are no longer under consideration.

HOW INFORMATION MAY BE SHARED

We share information we collect in accordance with the practices described in this Privacy Policy. The types of entities we may have shared information with or may share information within the future include the following:

- **Service Providers.** We share information with entities that process information on our behalf for our business purposes. Service providers assist us with services such as payment processing, data analytics, marketing and advertising, website hosting, and technical support.
- **Affiliates.** We share information with our related entities including our parent and sister companies such as customer support, marketing, product development, and technical operations.
- **Customers.** We share information with our customers in connection with us processing information on their behalf. For example, we share information with our customers in order to provide the Services, maintain and administer your online accounts, respond to your questions and comments, comply with requests, market and advertise to you, and otherwise comply with applicable law.
- **Partners.** We share information with our partners in connection with offering the applicable Services, selling or distributing products, or engaging in joint marketing activities. For example, we share information with integration partners for purposes of providing you with integrated product support.
- **Identity Providers.** We may receive or exchange information with trusted third-party identity providers, such as UAE Pass, for the limited purpose of enabling secure user authentication and account access.
- **Promotions.** When you voluntarily enter a sweepstakes, contest, or other promotion, we share information as set out in the official rules that govern the promotion as well as for administrative purposes and as required by law (e.g., on a winners list).
- **Merger or Acquisition.** We share information in connection with, or during negotiations of, any proposed or actual merger, purchase, sale or any other type of acquisition, business combination of all or any portion of our business or assets, change of control, or a transfer of all or a portion of our business or assets to another third party (including in the case of any bankruptcy proceeding).
- **Security and Compelled Disclosure.** We share information to comply with the law, court orders or other legal process, and where required, in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. We also share information to protect the rights, property, life, health, security and safety of us, the Service or anyone else, including to prevent fraud and provide credit risk reduction.
- **Facilitating Requests.** We share information at your request or direction, such as when you choose to share information with a social network about your activities on the Service.
- **Consent.** We share information with notice to you and your consent.

Notwithstanding the above, we may share information that does not identify you (including information that has been aggregated or de-identified) except as prohibited by applicable law. For information on your rights and choices regarding how we share information about you, please see the “Your Choices” section below.

APPLE IN-APP PURCHASES

Zafer offers premium features through in-app purchases, which are handled exclusively by Apple's In-App Purchase system. When you make a purchase, Apple processes the transaction securely and manages all payment information. We do not store or have access to your payment details. By using our in-app purchase system, you agree to Apple's Terms of Service and Privacy Policy.

COOKIES AND BEACONS

We may use cookies, beacons and similar technologies, now or in the future, to support the functionality of our Platform. This provides a better experience when you visit our Platform and allows us to improve our Services and Platform. Our service providers may use cookies and beacons to collect and share Non-Personally Identifiable Information about your activities both on our Platform and on other websites. In addition, third parties that are

unaffiliated with us may also collect information about you, including tracking your browsing history, when you use our Platform. We do not have control over these third-party collection practices. If you wish to minimize these third-party collections, and you can adjust the settings of your browsers or install plug-ins and add-ins.

Google Inc. (“Google”) is one example of a service provider that uses cookies or similar technologies to collect information about your browsing activities over time and across different websites following your visit to our Platform. Google Analytics is a web analytics service provided by Google that uses first-party cookies to track Users’ interactions and collect other information about how you use our Platform. Google Analytics collects information anonymously. We then use the information to compile reports, including usage trends, to help us improve our Platform. For more information on how Google uses this data, go to or review the Google Analytics Terms and Conditions of Use at <https://marketingplatform.google.com/about/analytics/terms/us/>

YOUR CHOICES

We offer you certain choices in connection with the information we collect from you.

Account Information

The accuracy of the information we have about you is very important. Users may update their information at any time by following directions available on the Profile and/or Business Profile pages. Otherwise, to review, correct or delete your Personally Identifiable Information, please contact us at . For more information about your choices, or to review or correct your Personally Identifiable Information, please use the Settings menu within the App or the Website and follow the prompts, or contact us as indicated in the “Contact Us” section of this Privacy Policy.

If you reach out to us to access or delete other information about you, we may require additional information from you to allow us to confirm your identity. Please note that we will retain and use information about you as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Email Communications

You may have the opportunity to receive certain communications from us related to our Platform. If you provide us with your e-mail address in order to receive communications, you can opt out of marketing e-mails at any time by following the instructions at the bottom of our e-mails and adjusting your e-mail preferences. Please note that certain e-mails may be necessary for the operation of our Platform. You will continue to receive these e-mails, if appropriate, even if you unsubscribe from our optional communications. If you become a User, we may also contact you with email and marketing communications about subjects that we believe may be of interest to you. We may send emails and marketing communications on our own or in conjunction with another organization with which we have entered into a collaboration arrangement.

Tracking Technologies

Cookies and Beacons. If you wish to minimize information collected by cookie or beacon, you can adjust the settings of your browsers to notify you when you receive a cookie, which lets you choose whether or not to accept it. You can also set your browser to automatically reject any cookies. You may also be able to install plug-ins and add-ins that serve similar functions. However, please be aware that some features and services on our Platform may not work properly if we are not able to recognize and associate you with your account. In addition, the offers we provide when you visit us may not be as relevant to you or tailored to your interests.

Do Not Track. Some browsers support a “Do Not Track” (or DNT) feature, a privacy preference that Users can set in certain web browsers, which is intended to be a signal to websites and services that you do not wish to be tracked across different websites or online services you visit. Our Platform does not currently recognize or respond to DNT signals, so DNT settings do not change the way the Platform operates.

Please note that we cannot control how third-party websites or online services you visit through our Platform respond to Do Not Track signals. Check the privacy policies of those third parties for information on their privacy practices.

App and Location Technologies. You can stop all collection of information via an app by uninstalling the app. You can also reset your device Ad Id at any time through your device settings, which is designed to allow you to limit the use of information collected about you. You can stop all collection of precise location data through an app by uninstalling the app or withdrawing your consent through your device settings.

Analytics

You can opt out of Google Analytics without affecting how you visit our site. For more information about opting out of being tracked by Google Analytics across all websites you use, please visit <https://tools.google.com/dlpage/gaoptout/>.

Network Advertising Initiative

Certain websites you visit may provide options regarding advertisements you receive. If you wish to minimize the amount of targeted advertising you receive, you can opt out of certain network advertising programs through the Network Advertising Initiative (NAI) Opt-Out Page. Please note that even if you choose to remove your information (opt out) you will still see advertisements while you're browsing online. However, the advertisements you see may be less relevant to you. For more information or to opt out of certain online behavioral advertising, please visit the appropriate website online.

Additionally, many advertising network programs allow you to view and manage the interest categories that they have compiled from your online browsing activities. These interest categories help determine the types of targeted advertisements you may receive. The NAI Opt-Out Page provides a tool that identifies its member companies that have cookies on your browser and provides links to those companies.

SECURING YOUR INFORMATION

Zafer implements reasonable security measures, including administrative, technical, and physical safeguards designed to protect your Personally Identifiable Information against unauthorized alteration, access, loss, theft, use or disclosure. Unfortunately, no system can guarantee complete security of your information. As a result, Zafer cannot ensure or warrant that your information, including your Personally Identifiable Information, is secure from unauthorized third parties. Thus, your use of the Platform, our Services and any communication with us is at your own risk.

You are responsible for protecting your password(s) and for the security of information that you transmit to us over the internet.

If you have reason to believe that your interaction with the Platform is no longer secure (for example, if you feel that the security of your password has been compromised), you must immediately notify us of the problem by contacting us.

Corporate clients are responsible for maintaining the security and integrity of both administrator account and individual subaccount login information.

CHILDREN

Our Platform is directed to and is intended to be used only by persons who are the legal age of majority in their jurisdiction. We do not knowingly collect information from minors. If you are below the age of majority in your jurisdiction, you are not permitted to register for an account or otherwise submit any personally identifiable information. Our Platform is directed to and is intended to be used only by persons who are the legal age of majority in their jurisdiction. We do not knowingly collect information from minors. If you are below the age of majority in your jurisdiction, you are not permitted to register for an account or otherwise submit any personally identifiable information to us, including your name, address or e-mail address. If we discover that we have collected any personally identifiable information from a minor, we will suspend the associated account and remove that information from our database as soon as possible. By registering for an account or submitting any personally identifiable information to us, you represent and warrant that you are of the age of majority in your jurisdiction.

LINKS TO THIRD PARTY WEBSITES

Our Platform may contain links to third party websites and services. Please note that these links are provided your convenience and information, and the websites and Our Platform may contain links to third party websites and services. Please note that these links are provided your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Policy applies to Zafer and our Platform only. We do not accept any responsibility or liability for the policies or practices of any third parties. If you chose to access any websites or services linked from our Platform, please check the applicable policies before you use or submit any personal data to such website or service.

INTERPRETATION

Your use of our Platform may be governed by our Terms and Conditions of Use located at the supplemental terms that govern certain of the features, functionality, tools, content and promotions available on or through the Platform (the "Supplemental Terms"), and any and all policies and rules referenced herein or therein, posted on the Platform, or otherwise communicated to our Users (the "Platform Rules"). In the event that the provisions of any such agreement that are specific

to a particular website differ from or conflict with the provisions of this Privacy Policy, the terms specific to that Website will apply.

INTERNATIONAL JURISDICTIONS

Data Residency & Jurisdiction

In compliance with regulatory requirements, certain categories of Personally Identifiable Information (PII), particularly data collected through UAE Pass integration (including name, UUID, and contact details), are stored and processed in data centers located in the United Arab Emirates (UAE). This PII is governed by applicable UAE privacy and data protection laws. All other data—including, but not limited to, documents, files, blockchain audit trails, metadata, and system-generated content—continues to be stored and processed in the United States and is therefore subject to U.S. state and federal law. We have implemented region-specific safeguards and controls to ensure that data handling complies with the relevant jurisdictional requirements.

As Zafer is a global network with subsidiaries around the world, we may transfer or disclose the personal data we collect to the other subsidiaries. Your Personally Identifiable Information may be transferred to and stored outside the country where you are located. This includes countries outside the European Economic Area (EEA) and countries that do not have laws that provide specific protection for personal information. We also may transfer personal data to third party service providers of identity management, website hosting and management, data analysis, data backup, security and storage services. The third-party providers may use their own third-party subcontractors that have access to personal data (sub-processors). It is our policy to use only third-party providers that are bound to maintain appropriate levels of security and confidentiality, to process Personally Identifiable Information only as instructed by us, and to flow those same obligations down to their sub-processors. We may also disclose your Personally Identifiable Information to law enforcement, regulatory and other government agencies and to professional bodies and other third parties, as required by and/or in accordance with applicable law or regulation. This includes disclosures outside the country where you are located. Zafer may also review and use your Personally Identifiable Information to determine whether disclosure is required or permitted. The Platform is hosted, among other jurisdictions, in the United States of America, and is subject to U.S. state and federal law. If you are accessing our Platform from other jurisdictions, please be advised that you may be transferring your Personally Identifiable Information to us in the United States. If you are a resident of the European Union, your information is collected, stored, processed and disclosed in compliance with the General Data Protection Regulation. Please see our GDPR Privacy Policy.

CHANGES TO OUR PRIVACY POLICY

Zafer may, in its sole discretion, change this Privacy Policy from time to time. Any and all changes to this Privacy Policy will be reflected on this page and the effective date will be stated at the top of this Privacy Policy. Unless stated otherwise, our current Privacy Policy applies to all information that we have about you and your account. Users should regularly check this page for any changes to this Privacy Policy. Zafer will always post new versions of the Privacy Policy on the Website. However, Zafer may, as determined in its discretion, decide to notify Users of material changes made to this Privacy Policy via email or otherwise. Accordingly, it is important that you always maintain and update your contact information.

Your continued use of the Platform or communication with us after the updated Privacy Policy has been posted (or any other indication of your consent) will constitute your acceptance of the updated Privacy Policy.

Please note that we may condition your continued access to our Platform on your consent to changes to this Privacy Policy.

CONTACT US

If you have questions or comments relating to this Privacy Policy, or if you would like us to update information we have about you or your preferences, please contact us by email at info@zafer.com.

NOTICE TO CALIFORNIA RESIDENTS

California residents are afforded certain additional rights with respect to their Personal Information under the California Consumer Privacy Act or “CCPA” (California Civil Code Section 1798.100 et. seq.) and the “Shine the Light” Law (California Civil Code section 1798.83). To learn more about your rights under these laws, please visit our “California Privacy Policy” at or contact us pursuant to the “Contact Us” section of this Policy. In the case of any discrepancies between this Privacy Policy and your rights under the California Privacy Policy, your rights under the California Privacy Policy will govern.

NOTICE TO NEVADA RESIDENTS

Nevada law allows Nevada consumers to opt out of the sale of certain information that the website operator may collect about them. We do not sell your Personal Information to third- parties as defined in Nevada law and will not do so in the future without providing you with notice and an opportunity to opt-out of such sale as required by law. To learn more about

our compliance with Nevada law, please contact us using the methods described in the “Contact Us” section of this Policy. In the case of any discrepancies between this Privacy Policy and your rights under relevant Nevada statutes, your rights under the statutes will govern.

NOTICE TO EUROPEAN RESIDENTS

Residents of the European Economic Area (“EEA”) or European Union (“EU”) and the United Kingdom (“UK”) are afforded additional rights with respect to their Personal Information under the General Data Protection Regulation (“GDPR”). To learn more about your rights under these laws, please visit our “GDPR Privacy Policy” at or contact us pursuant to the “Contact Us” section of this Policy. In the case of any discrepancies between this Privacy Policy and your rights under the GDPR Policy, your rights under the GDPR Policy will govern.

Data Usage for Model Training

Zafer may use anonymized and aggregated user data to improve its AI models, functionality, and performance. Personally identifiable information (PII) will not be used for training purposes without explicit user consent. Zafer commits to applying technical safeguards, such as pseudonymization, when processing such data.

User Control and Data Management

Users have the right to manage their data, including the ability to access, rectify, delete, or restrict the processing of their personal data through the Platform’s account settings. Users may also opt-out of data being used to improve Zafer’s AI models by contacting privacy@zafer.com.

Third-Party Data Sharing Transparency

Zafer shares personal data only with trusted service providers and third parties required to deliver its Services, in compliance with applicable privacy laws. Such parties are contractually obligated to process data only on Zafer’s instructions and not for any independent use.

Minor Data Handling and Parental Consent

Zafer does not knowingly collect Personally Identifiable Information (PII) from children under 13 years of age without verifiable parental consent, in compliance with applicable laws including COPPA. If we learn that we have collected PII from a child under 13 without such consent, we will promptly delete that information. Blockchain-stored data relating to minors is used solely for identity and activity verification and is not used for training AI models or profiling.

Data Retention Clarification

All personal data will be retained only for as long as required to fulfill its original purpose or as mandated by applicable law, after which it will be securely deleted or anonymized. For all customers, and specifically for all UAE government and semi-government entities, Zafer will adhere to all applicable national and local laws concerning data residency and sovereign data. In a shutdown or sale scenario, the process for the data deletion and export will be executed in a manner that ensures compliance with the specific data retention and deletion obligations applicable to that data, which may supersede the general timeframes outlined in the Terms of Use. For blockchain data, records are immutable but access to identifying elements will be strictly limited or encrypted beyond recognition after deactivation or license expiration.

Data Handling in the Event of Service Discontinuation

If Zafer elects to discontinue the Platform globally or within a specific region, data stored in that region will be retained only for the duration necessary to facilitate User data export and to comply with legal, regulatory, or audit obligations. Furthermore, for all UAE government and semi-government entities, Zafer will adhere to all applicable national and local laws concerning data residency and sovereign data. In a shutdown or sale scenario, the process for data deletion and export will be executed in a manner that ensures compliance with the specific data retention and deletion obligations applicable to that data.