

Terms and Conditions for DawaTime™

Effective Date: June 26, 2025

Version: 1.0

Welcome to DawaTime™ (the "App"), a mobile application (the "Service") provided by Hamad AlKhalaf ("we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of our App and Service.

By creating an account, accessing, or otherwise using the Service, you acknowledge that you have read, understood, and agree to be legally bound by these Terms and our accompanying Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you are not permitted to use the Service.

These Terms are designed to comply with applicable laws in the jurisdictions in which we operate, including Kuwait's Data Privacy Protection Regulation (No. 26 of 2024), and major international standards such as the General Data Protection Regulation (GDPR).

1. Description of Service

Our Service is an informational tool designed to provide you with reminders to take your medications based on the schedule you input. The Service's sole function is to send you notifications at the times you specify. To function properly, the app will request certain device permissions, such as the permission to send notifications. You can manage these permissions at any time in your device's settings, but refusing essential permissions may limit or prevent app functionality.

2. CRITICAL HEALTH DISCLAIMER: Not Medical Advice

THIS SERVICE IS NOT A MEDICAL DEVICE AND DOES NOT PROVIDE MEDICAL ADVICE.

DawaTime™ is an informational tool only. It is not a substitute for the professional judgment, diagnosis, or treatment of a doctor, pharmacist, or other qualified healthcare provider. The Service is not intended to diagnose, treat, cure, or prevent any disease.

You are solely responsible for your medical care, treatment, and oversight. You are also solely responsible for the accuracy and verification of any information you enter into the App, including but not limited to medication names, dosages, and schedules. Always consult with your doctor or other qualified healthcare provider with any questions you may have regarding a medical condition, prescription medication, or treatment. **Never disregard professional medical advice or delay in seeking it because of information or a notification you have received from the Service.**

3. User Responsibilities and Representations

- **Accurate Information:** You are solely responsible for entering, verifying, and maintaining accurate information about your medications, dosages, and reminder times within the App. We bear no responsibility for the accuracy of the data you provide.
- **Verification with Professionals:** It is your responsibility to confirm your medication schedule with your doctor and/or pharmacist. The reminders provided by the Service are based only on the information you enter.
- **Adherence to Treatment:** You are solely responsible for the decision of whether or not to take your medication. The Service is a reminder tool only and does not administer medication. Your reliance on the Service is entirely at your own risk.
- **Backup of Information:** The Service is not intended to be a permanent medical record. To mitigate the risk of data loss from technical failures or other unforeseen circumstances, you are strongly encouraged to maintain a separate, regular backup of your medication schedule.
- **Account Security:** You are responsible for safeguarding your account credentials and for any activities or actions under your account. You agree to notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.
- **User Content:** Any feedback, questions, or messages you send to us are considered "User Content." You grant us a non-exclusive, worldwide, royalty-free license to use this content for the sole purpose of providing support and improving the Service. We will not publish your communications without your explicit permission.
- **Prohibited Use:** You agree not to use the Service for any purpose that is illegal or prohibited by these Terms. You agree not to use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not attempt to gain unauthorized access to the Service, other accounts, computer systems, or networks connected to the Service, through hacking, password mining, or any other means.

4. Age Requirement

You must be at least 18 years or the age of majority in your jurisdiction, whichever is greater, to create an account and use the Service. By creating an account, you represent and warrant that you are of legal age to form a binding contract and have the full legal capacity to enter into and be bound by these Terms. We rely upon this representation for the provision of our Service.

5. WARRANTY DISCLAIMER & LIMITATION OF LIABILITY

Warranty Disclaimer: THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE RESULTS OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF THE SERVICE WILL MEET YOUR EXPECTATIONS. WE EXPLICITLY DISCLAIM ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OR SERVICE, INCLUDING BUT NOT LIMITED TO THE FAILURE OF A NOTIFICATION TO BE DELIVERED ON TIME, OR AT ALL. WE DO NOT GUARANTEE THAT THE SERVICE WILL ALWAYS BE AVAILABLE, TIMELY, SECURE, OR ERROR-FREE, OR THAT NOTIFICATIONS WILL ALWAYS BE DELIVERED.

Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HAMAD ALKHALAF, HIS AFFILIATES, DIRECTORS, OFFICERS, OR HIS EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICE; (B) ANY FAILURE OF THE SERVICE TO PROVIDE A REMINDER ACCURATELY OR AT ALL; (C) ANY HEALTH-RELATED OUTCOMES, INCLUDING MISSED MEDICATION OR INCORRECT DOSAGES; (D) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE; OR (E) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF HAMAD ALKHALAF AND HIS AFFILIATES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU HAVE PAID US, IF ANY, IN THE LAST TWELVE MONTHS FOR THE SERVICE GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. Geographic Restrictions

Access to our app and its services is strictly prohibited for users located in, or accessing from, the **State of Israel**. This includes individuals who are physically present in Israel or whose IP addresses are identified as originating from Israel. We reserve the right to block or restrict access using IP Geolocation data and other technological measures to enforce this restriction. This includes the implementation of specific code to prevent access based on geographic location and IP address and that you will not access, register for, or use our app and any of its services from the aforementioned restricted location. By using our services, you represent and warrant that you are not located in, and will not access our services from the State of Israel.

7. Intellectual Property

All rights, title, and interest in and to the Service and its original content, features, and functionality (excluding User Content) are and will remain the exclusive property of Hamad AlKhalaf and his licensors. The name DawaTime™ and associated logos are trademarks of Hamad AlKhalaf and may not be used without our prior written consent.

License to Use the App: We grant you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the App strictly in accordance with these Terms.

8. Privacy and Data Protection

Your privacy is important to us. Our collection and use of your personal information are described in our **Privacy Policy**. The Privacy Policy is incorporated by reference into these Terms, and by using the Service, you agree to the collection and use of information in accordance with the Privacy Policy. For the purposes of data protection law, the data controller responsible for your personal data is **Hamad AlKhalaf**, located in Kuwait. You may contact the controller at legal@dawatime.com.

9. Third-Party Services

The Service relies on third-party providers, specifically Google Firebase, for core functionality. To provide these services, your data may be processed on servers located outside your country of residence (including the U.S. and E.U.). We ensure such transfers are protected by appropriate legal safeguards, such as Standard Contractual Clauses (SCCs). While we have selected these providers for their reliability, we are not responsible for downtime or issues caused by them.

You acknowledge that the Service's availability may be subject to the availability of such third-party services. Any links to third-party websites or services are provided for your convenience only, and we do not endorse or assume any responsibility for them.

10. Prohibited Conduct

You agree not to engage in any of the following prohibited activities: (a) using the Service for any unlawful purpose; (b) attempting to reverse engineer, decompile, or disassemble the Service; (c) disrupting the integrity or performance of the Service; (d) modify, adapt, translate, or create derivative works based upon the Service; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service to any third party for any reason; (f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Service; or (g) use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.

11. Termination

We may suspend or terminate your access to the Service at any time, for any reason and without notice, including but not limited to a breach of these Terms. You may terminate these Terms by deleting your account at any time within the app. Upon termination, all rights and licenses granted to you in these Terms will immediately cease. Provisions that, by their nature, should survive termination shall survive, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

12. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Kuwait, without regard to its conflict of law provisions. Any dispute, claim, or controversy arising out of or relating to these Terms shall be resolved exclusively by the competent courts of Kuwait.

13. General Provisions

- **Changes to Terms:** We reserve the right, at our sole discretion, to modify these Terms at any time. We will provide notice of material changes through a more prominent notice, such as an in-app pop-up notification the next time you use the Service or by sending a notification to the email address associated with your account. Your continued use of the Service after such changes constitutes your acceptance of the new Terms.
- **Assignment:** You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. We may freely assign or transfer these Terms without restriction.
- **No Waiver:** Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.
- **Entire Agreement:** These Terms, together with our Privacy Policy, constitute the entire agreement between you and Hamad AlKhalaf regarding the Service and supersede and replace any prior agreements we might have had between us regarding the Service.
- **Severability:** If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions will remain in full force and effect.
- **Contact:** For questions about these Terms, please contact us at legal@dawatime.com.