

Terms and Conditions for DawaTime™

Effective Date: June 26, 2025

Version: 1.0

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

By creating an account 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 local laws, including Kuwait's Data Privacy Protection Regulation (No. 26 of 2024), and major international standards.

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. 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 Service. 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:** 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.
- **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.

4. Age Requirement

You must be at least 18 years old to create an account and use the Service. By creating an account, you represent and warrant that you are 18 years of age or older 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. NO GUARANTEES & LIMITATION OF LIABILITY

No Warranty: 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, OR NON-INFRINGEMENT. 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 LAW, IN NO EVENT SHALL HAMAD ALKHALAF, HIS AFFILIATES, OR HIS EMPLOYEES 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; OR (C) ANY HEALTH-RELATED OUTCOMES, INCLUDING MISSED MEDICATION OR INCORRECT DOSAGES.

6. Intellectual Property

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

7. Privacy and Data Protection

Your privacy is important to us. Our collection and use of your personal information are described in our **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.

8. 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.

9. 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; or (c) disrupting the integrity or performance of the Service.

10. Termination

We may suspend or terminate your access to the Service at any time, for any reason without notice, including but not limited to a breach of these Terms. You may delete your account at any time within the app. Upon account deletion, your data will be removed in accordance with our Privacy Policy and the retention clauses therein. We may retain minimal information post-deletion if required for legal, regulatory, or legitimate business purposes.

11. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of the State of Kuwait. Any dispute, claim, or controversy arising out of or relating to these Terms shall be resolved exclusively by the competent courts of Kuwait.

12. General Provisions

- **Changes to Terms:** We reserve the right 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.
- **Entire Agreement:** These Terms, together with our Privacy Policy, constitute the entire agreement between you and Hamad AlKhalaf 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.

DawaTime Legal Documents – Version 1.0 (Effective June 26, 2025)