PRIVACY POLICY

1. **General:**

   1.1. Your privacy is important to NoBill. This privacy notice explains what personal information we collect and how we use it. This privacy notice applies if you visit NoBill's corporate websites or social media or other web pages located on third-party websites, use any NoBill mobile application(s), or register to attend any NoBill corporate events. This privacy notice also applies if you use NoBill's websites, hosted services, products, applications, and/or content (collectively, the "Services") directly or indirectly (for example, on a NoBill's website or mobile application).

   1.2. We take proper care when processing your personal data as the NoBill receipt ecosystem's ("NoBill Service") developer. You can learn more about how we gather, use, and share your personal information in this privacy notice, which explains how the NoBill Service works.

   1.3. We handle personal data in accordance with the UAE's personal data laws, which include but are not limited to Federal Decree Law No. 45 of 2021, which creates an integrated framework to guarantee information confidentiality and protect people's privacy in the UAE. It outlines the roles and responsibilities of all parties involved and offers proper governance for data management and protection.

   1.4. We request the following information from all of our cooperation partners who contribute to the NoBill Service, including point-of-sale or cash register providers, payment service providers, payment card schemes, and application developers who handle electronic receipts (hereinafter "Merchants") ("Application Developers", in relation to their applications "Partner Applications"). On NoBill's website and in the NoBill Service, a list of our Co-Operation Partners, Merchants, and Partner Applications using the NoBill Service is available.

   1.5. Both private consumers ("Consumers") and business customers, including their representatives and employees, may use the NoBill service. There is a contractual agreement between each Business Customer and Consumer (also referred to as "End User" herein) and NoBill.

1.6. Additionally, Application Developers may ask NoBill to transmit electronic receipts and other information pertaining to Application Developer's customers (referred to as "Application Developer's Customers") who are not a party to a contract with us. Similarly to this, Merchants may ask NoBill to provide them with services relating to the purchases and receipts of any of their customers ("Merchant's Other Customers") who are not a party to a contract with us. Regarding the customers of the Application Developer or the Merchant's other customers, NoBill does not act as a data controller.

2. **What is the NoBill Service, how does it operate, and what are our primary use cases for electronic receipts?**

   With the help of the NoBill Service, various entities can provide and transmit electronic receipts as well as value-added services that rely on electronic receipts. The goal of NoBill is to enable businesses based on electronic receipts and reduce the number of paper receipts. From the perspective of its clients, the NoBill Service particularly permits:

   2.1. **End users** (consumers or commercial clients): The electronic receipts that are provided to our End Users by our Merchants may be examined at the NoBill Service before being sent to our Partner Applications for additional processing. Advertisements, feedback mechanisms, loyalty components, as well as other interactive or value-added features or services, may be included in the electronic receipts we send to our End Users. We may also provide the merchant with whom the end user has made a purchase or the business customer for which the end user is employed with anonymous statistical data about those purchases.

   2.2. **Merchants:** Through the NoBill Service, our Merchants may provide electronic receipts. In addition to receiving anonymous statistical data from us regarding customer purchases made at our Merchants as recorded by the NoBill Service, our Merchants may also add advertisements, feedback features, loyalty components, or other interactive or value-added features to their electronic receipts. Additionally, our Merchants may use the NoBill Service to archive electronic receipts and restrict the forwarding of their electronic receipts to specific Partner Applications.

   2.3. **Partner Applications/Application Developers:** Our Partner Applications and Application Developers may receive electronic receipts for purchases

made by our End Users and/or the Application Developer's Customers. The Application Developer may offer its services to our End Users and/or the Application Developer's Customers based on the said electronic receipts. The receiving and processing of electronic receipts by our Partner Applications always take place in accordance with the agreements between the parties in question. NoBill sends the End User's electronic receipts only to Partner Applications where the End User has activated the NoBill Service or where the End User has otherwise instructed NoBill to send the End User's electronic receipts.

NoBill's operation is based on the fact that we can reliably identify the data subjects behind the electronic receipts using payment card information or other personal identifiers (e.g. email address) and process the said electronic receipts as agreed with our customers.

We process a large number of electronic receipts, as well as payment card information and other personal data, due to the nature of the NoBill Service. We process receipts for our End Users in accordance with our terms and conditions and this privacy notice. We process the receipts of the Application Developer's Customer or Merchant's Other Customers in the manner agreed upon with the Application Developer or Merchant in question. We act as a data controller only with respect to our End Users, whereas we act as a data processor with respect to Application Developer's Customers and the Merchant's Other Customers.

3. Information you provide

3.1. We may process the following information about our End Users in order to enable NoBill's operations: name, email address, contractual relationship information, log, and other similar technical information regarding the service's use, as well as payment card information (including the card ID/token). The above information is obtained directly from our End Users, Co-Operation Partners, or from our service log data.

3.2. For our Business Customers, we may also process information obtained directly from the Business Customer that is required for invoicing and fulfilling our contractual obligations.

3.3. We process the following information for our End Users in relation to purchases and payment transactions: the seller and its contact details, item-level purchases with prices and taxes, date of receipt, filing identifier/reference of the receipt, payment card used in connection with the purchase, and other information normally shown on the receipt. This information is provided to us by Merchants or our Co-Operation Partners.

4. For what purposes is your data being used?

4.1. The manner in which we collect and store information is determined by the Services you use and the activities in which you participate. Some of the Services can be accessed without providing any information other than that which is automatically collected as described below. "Site Visitors" are visitors who access and browse the Site without registering. You must register with NoBill in order to use the Services provided by NoBill. "Registered Users" are all users who register with NoBill.

4.2. Regarding NoBill Service End Users, we process the data to enable the NoBill Service, to fulfill our contractual obligations, and to maintain contact with our End Users. This processing is governed by a contract. We do not use data from our End Users to make automated decisions (including profiling).

4.3. Payment transactions of our End Users will also need to be monitored as part of the NoBill Service. Our Co-Operation Partners, to whom we provide payment card details of our End Users for payment transaction monitoring, perform the monitoring. Payment card information is processed in accordance with the PCI DSS standard. When our End User's payment transaction is captured by our Co-Operation Partner, we are provided with the relevant payment transaction details so that we can provide our End User with the corresponding electronic receipt. We choose which Co-Operation Partners we use for payment transaction monitoring at our sole discretion. This processing is governed by an agreement.

4.4. We also process data for direct marketing purposes to some extent. Our legitimate interest is the basis for this processing. We may, for example, send customer communications because our End Users must always have up-to-date information about Merchants and Partner Applications using the

NoBill Service so that our End Users can influence how their personal data is processed.

4.5. To the extent that direct marketing requires End Users' explicit consent, that consent can be revoked at any time. Please keep in mind that withdrawing consent has no effect on the lawfulness of the processing prior to the withdrawal and does not prevent us from sending information or communications to End Users of the NoBill Service.

4.6. We also process the data of Business Customers for billing purposes. The processing in this case is based on ensuring compliance with our legitimate interests.

5. Cookies and other technologies:

5.1. A cookie is a small data file that is stored on your computer, mobile phone, or other device and allows us to recognize you when you visit the Site again using the same computer (or mobile device) and web browser. We and our service providers, like most websites, use cookies and tracking pixels to track Site usage and trends, evaluate the effectiveness of our ads on and off our Site, personalize your experience on the Site, and improve the quality of our Services. We can, for example, use these technologies to determine which pages of our Site you visit and which advertisements you click on. Most browsers accept cookies by default, but you can change your browser settings to decline cookies. However, in some cases, doing so may impair your ability to use NoBill. Tracking pixels do not identify individual users, and data obtained by tracking pixels is analyzed in aggregate.

6. Analytics and advertising on the internet:

6.1. We may allow authorized third parties, such as ad servers, ad agencies, ad exchanges, ad technology vendors, and research firms, to place or recognize a unique cookie, pixel, and/or similar technologies on your browser when you visit our Site or open one of our emails, in order to provide you with relevant NoBill advertisements as you surf the Internet. These advertisements may be tailored to you based on information these authorized third parties know or infer about you and include in cookies placed on your browser, as well as information about your Internet browsing activities gathered via your browser. You can opt out of receiving

these online behavioral advertisements here or here. To use the opt-out, your browser must be set to accept third-party cookies. Furthermore, if you purchase a new computer or mobile device, change web browsers, or delete the opt-out cookie, you must repeat the opt-out process. Please keep in mind that if you opt out, you may still receive NoBill advertisements while browsing the Internet, including contextual ads based on the content. These advertisements, however, will not be shown based on information contained in or collected by cookies or other technologies placed on your browser when you visit our Site or open our emails. We also use Google Analytics to track Site traffic and improve the user experience. Google provides us with relevant data in aggregate (individual users are not identified) and allows us to better understand our Site audience. We use Google Analytics to (i) evaluate and generate reports on certain demographic, behavioral, and interest metrics collected by Google, and (ii) create advertising remarketing audiences and campaigns based on such metrics, which can be segmented into aggregated groups. Visitors can use the Ads Settings form at https://www.google.com/settings/ads to opt out of Google Analytics for Display Advertising and customize Google Display Network ads. Do Not Track Notification. Some browsers used to access the Internet may provide you with the option to request that a website operator not track your information across its website or other websites by using the "Do Not Track" settings associated with such browsers. We use such tracking to improve and/or customize our Services, detect and respond to allegations of fraud, and otherwise protect our Registered Users and Site Visitors. While we currently do not honor such browser requests, we will not use your information in any way that violates this Privacy Policy.

7. **Social media features and widgets:**

    7.1. Our website includes social media features and widgets such as the Facebook "Like" and "Share" buttons. These features may collect your IP address, the URL of the page you are visiting on our Site, and a cookie in order for the feature to function properly. Social media features and widgets are hosted by either a third party or directly on our Site.

8. **How We Share Information and the With Whom We Share It**

    8.1. **As required by law or for safety reasons:**

We may disclose your information if we believe in good faith that such disclosure is necessary to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, situations involving potential threats to any person's health or physical safety, violations of this Privacy Policy, the Terms of Use, and/or to protect the rights and property of NoBill, our employees, users, and the public. This could include law enforcement, government agencies, courts, and/or other organizations sharing your information.

8.2. **With our affiliates:**

You acknowledge and agree that we may disclose any information we have collected about you to any of our affiliates or subsidiaries for the purposes of providing the Services, operating the Site, soliciting you for potential employment opportunities with those affiliates or subsidiaries, and our other commercial purposes, including those of our affiliates and subsidiaries.

8.3. We will send our End Users' electronic receipts to the Partner Applications in which they have activated the NoBill Service, as well as to his/her personal communication tools (such as the End User's email or Facebook Messenger application). In the NoBill Service, our End User can see his or her activated Partner Applications.

8.4. Furthermore, we may provide payment card information and payment transaction data to our Co-Operation Partners for the purposes of the NoBill Service. This enables us to identify and transmit electronic receipts from our End Users, as previously described.

8.5. We also use third-party services to process personal data. For example, we manage and communicate with our End Users using third-party customer information systems. Similarly, we use third-party data storage services to store and back up the data that we process. As a result, these third parties have access to the personal information we process. Third-party processors of personal data are not permitted to use the data for their own purposes. To ensure that personal data is processed in accordance with data protection legislation, we have entered into data processing agreements with third parties.

9. **Collection of Information from Children**

9.1. The Site and Services of NoBill are not intended for children under the age of 13. Furthermore, if we become aware that we have collected personal information from children under the age of 13, we will take reasonable steps to delete it as soon as possible.

10. How We Safeguard Data

10.1. We have put in place a number of administrative, technical, and physical security measures to protect your information from unauthorized access, destruction, or alteration. These safeguards differ depending on the sensitivity of the information we collect, process, and store, as well as the current state of technology. We also use physical and organizational safeguards when processing your personal data, such as encryption or hashing and limited backup of transmitted data, locked spaces, and secure access management. Furthermore, when processing payment card information, we adhere to the PCI DSS standard. Furthermore, to prevent unauthorized access, alteration, or misuse of personal data, only those of our employees and representatives who need to process personal data to enable the NoBill Service are authorized to do so.

11. What are data subjects' chances of being affected, and what are data subjects' rights?

11.1. Our End User has control over how their data is processed by using the NoBill Service. For example, if an End User does not activate a specific Partner Application, the End User's electronic receipts will not be sent to that Partner Application. Similarly, if the End User does not want to receive an electronic receipt for a specific transaction or Merchant, he or she can choose not to use the payment card or other personal identifier (e.g. email address) registered with the NoBill Service in connection with the transaction or Merchant, in which case no electronic receipt will be generated by the NoBill Service.

11.2. End Users should be aware that if they use a payment card or other personal identifier (e.g., an email address) registered with the NoBill Service when transacting with a Merchant that offers electronic receipts via the NoBill Service, an electronic receipt of the purchase in question will be automatically produced and transmitted to the End User's activated Partner Applications.

11.3. As a result of the foregoing, we regularly notify our End Users of new Merchants or Application Developers who have begun to use the NoBill Service. This will provide our End Users with up-to-date information on which purchases will result in an electronic receipt generated by the NoBill Service and which Partner Applications will receive the receipts.

11.4. Finally, we want to emphasize that we guarantee all of the data subjects' statutory rights. This includes the right, under certain circumstances, to:

11.4.1. Request access to your personal data. This allows you to obtain a copy of the personal information we have on file for you and ensure that we are processing it lawfully.

11.4.2. Request that we correct the personal information we have on file for you. This allows you to have any incomplete or incorrect information we have on file for you corrected.

11.4.3. Request that your personal information be erased. This allows you to request that we delete or remove personal information if there is no reason for us to continue processing it.

11.4.4. Object to processing of your personal information where we are relying on a legitimate interest (or the legitimate interest of a third party) and there is something about your specific situation that makes you want to object to processing on this basis. You also have the right to object when we use your personal information for direct marketing.

11.4.5. Request that your personal information be restricted from being processed. This allows you to request that we stop processing personal information about you, for example, if you want us to investigate its accuracy or the reason for processing it.

11.4.6. Request that your personal information is transferred to another party (also known as data portability).

11.4.7. You have the right to withdraw your consent at any time if our processing is solely based on your specific consent. The lawfulness of processing based on consent prior to its withdrawal will not be affected.

11.4.8. If you wish to exercise any of your rights under data protection legislation, please contact us in writing in such a way that we can identify you or come to see us in person. We may need to request

additional information to ensure that we have correctly identified you. Our contact information is at the bottom of this privacy notice.

12. Other Websites Links

12.1. Links to third-party websites and services may be found on the Site and the App. We are not, however, responsible for the privacy practices of those websites or services, nor are we responsible for the information or content they contain. This Privacy Policy only applies to information collected by us through the Site and Services; if you use a link from the Site or Services to a third-party website or service, this policy is no longer in effect, and the privacy policy of that third-party site or service will govern.

13. Storage and destruction of data

13.1. We will delete information about our End Users after 5 years if the data subject has not used the NoBill Service in any way. We review data usage at least once a year to determine whether it needs to be deleted. If personal data must be retained to fulfill legal obligations (for example, accounting obligations), the retention period is 10 years or any other period expressly provided for by law. Instead of deleting the data, we could anonymize it.

14. Modifications to Our Privacy Policy

14.1. NoBill reserves the right to modify this Privacy Statement and our Terms of Service at any time. As required by applicable law, we will notify you and give you the option to opt out of material changes to this Privacy Policy or our practices. Material changes will be implemented 30 days after we notify you. Non-material changes or clarifications will take effect immediately after the updated policy is posted on our Site. You should check www.NoBill.io/about/privacy-policy for updates on a regular basis. Your continued use of the Site or the Services after the effective date constitutes your acceptance of such changes.