



Es'hailSat POLICY

PROCESSING PERSONAL DATA

Version 2

1 June 2021

Definitions

“**Data Controller**” has the meaning set out under Article (1) of Law No. 13 of 2016.

“**Data Processor**” has the meaning set out under Article (1) of Law No. 13 of 2016.

“**Data Subject**” means an individual who is the subject of Personal Data (of which Es'hailSat is Data Controller).

“**Lawful Purpose**” has the meaning set out under Article (1) of Law No. 13 of 2016.

“**Personal Data**” has the meaning set out under Article (1) of Law No. 13 of 2016.

1. Processing Personal Data

1.1. Es'hailSat and Customer acknowledge that in order to provide the Products to Subscribers Es'hailSat may collect Personal Data of Subscribers and end users of Subscribers and decide how such Personal Data is Processed, in which case Es'hailSat will be the Data Controller of such Personal Data as per the provisions of Law No. 13 of 2016.

1.2. Where Es'hailSat is the Data Controller of Personal Data it may need to provide such Personal Data to Customer so that Customer can Process such Personal Data for the purpose of providing the Products to Subscribers and end users of Subscribers. In such circumstances, Customer shall:

1.2.1. process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of providing the Products to the Subscriber or the end users of Subscribers and in accordance with Es'hailSat's instructions from time to time and not Process the Personal Data for any other purpose;

1.2.2. keep a record of any Processing of the Personal Data it carries out on behalf of Es'hailSat;

1.2.3. promptly comply with any request from Es'hailSat requiring Customer to amend, transfer or delete the Personal Data;

1.2.4. promptly notify Es'hailSat if it receives a request for Lawful Purposes access to that person's

Personal Data and provide reasonable assistance to Es'hailSat in relation to such request;

1.2.5. take appropriate technical and organizational measures against the unauthorized or unlawful Processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data;

1.2.6. notify Es'hailSat immediately if it becomes aware of any unauthorized or unlawful Processing, loss of, damage to or destruction of the Personal Data; and

1.2.7. ensure that access to the Personal Data is limited to those employees who need access to the Personal Data to meet Customer's obligations under this Agreement and is limited to such Personal Data as is required to perform Customer's obligations under this Agreement.

1.3. If Customer receives any complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Data (of which Es'hailSat is the Data Controller) or to either party's compliance with Law No. 13 of 2016 and the data protection principles set out therein, it shall immediately notify Es'hailSat and it shall provide Es'hailSat with full cooperation and assistance in relation to any such complaint, notice or communication.

1.4. At Es'hailSat's request, Customer shall provide to Es'hailSat a copy of all Personal Data for which it is acting as a Data Processor held by it in the format and on the media reasonably specified by Es'hailSat.

1.5. If Customer collects Personal Data of Subscribers and end users of Subscribers and decides how such Personal Data is used Processed, Es'hailSat is not the Data Controller in respect of such Personal Data. Customer shall comply with all applicable laws and regulations in respect of such Personal Data.

1.6. Customer shall promptly inform Es'hailSat if any Personal Data (of which Es'hailSat is the Data Controller) for which Customer is acting as Data Processor is lost or destroyed or becomes damaged, corrupted, or unusable. Customer will restore such Personal Data at its own expense.