



## **Privacy Policy:**

This Privacy Policy of Momentum MENA (the “Policy”) is hereby made effective as of March 6<sup>th</sup>, 2013 and, without waiving or otherwise releasing any right or obligation under any prior privacy policy or similar document or agreement of Momentum MENA, hereby amend and restate any such prior privacy policy.

By using or accessing any Momentum MENA hosted applications, you thereby (i) agree and acknowledge that you have read and understood this Policy, and (ii) acknowledge and consent to the learning, collection and use of your Personal Information (as hereinafter defined) as described in this Policy. If you do not agree with any portion of this Policy, you are prohibited from using or accessing these applications.

1. We do our utmost to protect user privacy through the appropriate use of the security technology.
  - we ensure that we have appropriate physical and technological security measures to protect your information
  - we ensure that when we outsource any processes that the service provider has appropriate security measures.
2. It will be made clear to you where you have these choices, for example, tick boxes will let you decide whether you wish to receive marketing. We may, however, email you occasionally with information or queries about your registration, your subscription account or postings, for example, with reminders, warnings or copyright requests.
3. We will collect and use individual user details only where we have legitimate business reasons and are legally entitled to do so.
4. We will be transparent in our dealings with you as to what information about you we will collect and how we will use your information.
5. We will use personal data only for the purpose(s) for which they were originally collected and we will ensure personal data are securely disposed of. We will retain the Personal Information of all entrants only for as long as necessary to fulfill the purpose(s) for which it was collected and comply with all applicable laws governing the use and retention of such Personal Information. ‘
6. Our site is accessible via the Internet. This means that, wherever you choose to post your data on the site, they can be accessed from anywhere around the world.
7. Certain services that we provide may involve the collection by us of additional information, such as your geographic location from time to time, to enable the service to be provided as designed. In particular, this may apply to certain Apps that you download, or which we provide.
8. If you log-in to our sites using a Facebook log-in as a means of authentication you grant permission to Facebook to share your user details. This will include your name, email address, date of birth and location which will then be used to form a Guardian Identity, and you may use

your picture from Facebook as part of your profile. Authenticating also permits the sharing of your gender, networks, user ID and any other information you choose to share according to your Facebook account settings.

9. If you log-in to our sites using a google log-in as a means of authentication you grant permission to google to share your user details. This will include your name, email address, date of birth, gender and location which will then be used to form a Guardian Identity, and you may use your picture from google as part of your profile. Authenticating also permits the sharing of your networks, user ID and any other information you choose to share according to your google account settings.

If you log-in to our sites using a twitter log-in as a means of authentication we receive your avatar and twitter username.

10. We will not share your personal information with others for marketing purposes unless you have given us your permission. With your permission we will share your information only with carefully chosen third parties.

11. Please note that we reserve the right to access and disclose personal data to comply with applicable laws and lawful government requests, to operate our systems properly and to protect both ourselves and our users.

12. Any third parties who access your data in the course of providing services on our behalf are subject to strict contractual restrictions to ensure that your data is protected, and in compliance with applicable data protection/privacy legislation. We may also independently audit these service providers to ensure that they meet our standards.

13. Our sites contain contextual affiliate links from which we may earn revenue. Our articles are never influenced by advertisers or affiliates, nor are they written for the purpose of promoting a product, except when clearly branded as a 'sponsored feature' or 'advertisement feature' or 'sponsor's content'.

14. Momentum MENA recognizes the importance of the privacy of its users and does not lease, sell, share or otherwise provide Personal Information to third parties, except as provided herein. Pancake will not disclose or provide your Personal Information to any third party except:

- as otherwise described in this Policy;
- as otherwise required by law or to comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures;
- as reasonably necessary to respond to claims of a violation of the rights of third parties, whether or not the third party is a user, individual, entity or government agency;
- as reasonably necessary to detect, prevent and address fraud and other illegal activity and to prevent death or imminent bodily harm; or as reasonably necessary to protect the rights and property of our clients or its officers, directors, shareholders, employees or agents.

15. You acknowledge that any information that you provide to Momentum MENA to develop your Facebook page will be publicly displayed on your Facebook page when you elect to post and display such information there.

16. Momentum MENA reserves the right to amend, restate or otherwise modify this Policy at any time without notice to you. As a user of our applications you are required, and hereby agree, to review the Policy frequently.

17. Any claim under this Policy or otherwise related to our facebook applications shall be governed by the laws of the UAE Dubai Court without regard to its conflict of law provisions.

18. If any provision of this Policy is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Policy will not be affected in any way.