

# Privacy and Personal Data Processing Policy

These Personal Data Processing Terms (“Terms”) are issued by PARTNUGGET CAR PARTS TRADING DWC-LLC (“RESELLER OF RECORD”) and apply to any natural or legal person who registers on and uses this website (“User”).

By accepting these Terms through registration on the website and continued use of its functionality, the User enters into a legally binding agreement with RESELLER OF RECORD and provides explicit consent to the processing of their personal data under the conditions set forth below.

## 1. Subject of the Terms

These Terms govern the processing of personal data by RESELLER OF RECORD in relation to Users of this website, in accordance with applicable data protection laws of the United Arab Emirates and relevant international standards.

## 2. Purposes of Data Processing

Personal data is processed for the following purposes:

- Creating and managing a user account;
- Processing orders and payments;
- Identity verification and compliance with regulatory requirements (KYC/AML);
- Communication and user notifications;
- Ensuring security and fraud prevention;
- Compliance with applicable legal obligations.

## 3. Categories of Data

The following categories of personal data may be processed:

- Full name;
- Contact details (email address, phone number, physical address);
- Identification documents and tax information;
- Payment and transaction history;
- Technical data (IP address, browser information, session logs).

## 4. Legal Grounds for Processing

Personal data is processed based on the following legal grounds:

- The User’s consent;
- Performance of a contract;
- Compliance with legal obligations;
- Legitimate interests pursued by RESELLER OF RECORD.

## 5. Data Retention

Personal data is stored securely and retained only for as long as necessary for the purposes for which it was collected.

- For regulatory compliance (e.g., AML/KYC) — **minimum of five (5) years** after last user activity or account closure.
- For account management and support — **until account deletion or user request.**

- For marketing and analytics — **until consent is withdrawn** or until inactivity of 2 years, whichever comes first.
- For technical logs — **maximum 12 months**, unless otherwise required for security purposes.

## 6. Data Transfers and Cross-Border Transfers

Personal data may be shared with trusted third parties such as payment processors, fraud prevention providers, logistics partners, and IT infrastructure providers.

Where personal data is transferred outside the United Arab Emirates, including to the **European Union, United States, or other jurisdictions**, such transfers are performed in accordance with:

- The applicable data protection laws of the UAE;
- Standard Contractual Clauses (SCCs) or other lawful safeguards under the GDPR (for EU transfers);
- Binding Corporate Rules or other recognized transfer mechanisms where applicable.

## 7. User Rights

The User has the right to:

- Request access to their personal data;
- Request correction or deletion of their data;
- Withdraw consent (where applicable);
- Object to or request restriction of processing.

Requests shall be submitted to the user support service of this website.

Requests related to personal data (such as access, correction, deletion, or consent withdrawal) should be submitted to:

### Data Protection Contact

Email: [privacy@partnugget.com](mailto:privacy@partnugget.com)

Subject line: *Personal Data Request*

We may require identity verification before processing your request.

Where automated processing or profiling is used (see Section 15), you have the right to request **human intervention**, express your point of view, and contest the decision if it significantly affects your rights.

## 8. Security Measures

RESELLER OF RECORD implements appropriate technical and organizational measures to protect personal data against unauthorized access, loss, alteration, or misuse.

## 9. Amendments

RESELLER OF RECORD reserves the right to amend these Terms. The User will be notified of any material changes.

Continued use of the website shall constitute acceptance of the updated Terms.

## **10. Governing Law and Jurisdiction**

These Terms are governed by the laws of the United Arab Emirates.

Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Dubai South Free Zone, unless otherwise required by applicable law.

By registering on this website and continuing to use it, the User confirms their acceptance of these Personal Data Processing Terms and consents to the processing of their personal data under the conditions stated above.

## **11. Contact Information**

If you have any questions, concerns, or requests regarding your personal data, you may contact the RESELLER OF RECORD at:

Data Protection Contact:

Email: [privacy@partnugget.com](mailto:privacy@partnugget.com)

Address: PARTNUGGET CAR PARTS TRADING DWC-LLC, 4th Floor, A2, DWC Business Centre, Dubai South, UAE

## **12. Use of Cookies and Tracking Technologies**

This website uses cookies and similar tracking technologies to enhance user experience, analyze website usage, and support website functionality.

Cookies may include necessary, analytical, and marketing types.

Users are notified about the use of cookies through a banner or pop-up window upon first visit to the website.

By continuing to use the website, you consent to the use of cookies in accordance with this Policy.

You can manage or withdraw your consent at any time by adjusting your browser settings or using the cookie settings panel available on the website.

Details on the types of cookies used, their purpose, and storage period are available in the [Cookie Notice](#).

## **13. Complaints and Supervisory Authorities**

If you believe your data protection rights have been violated, you may file a complaint with the competent authority in your jurisdiction. For the United Arab Emirates, this may include the UAE Data Office or the regulatory authority of the applicable free zone, such as the DIFC Authority.

## **14. Third-Party Data Sources**

In certain cases, RESELLER OF RECORD may receive user-related data from authorized third-party partners, including payment providers, identity verification services, and logistics partners, for the purpose of fulfilling regulatory obligations and improving service quality.

## **15. Automated Processing and Profiling**

Where permitted by applicable law, RESELLER OF RECORD may use automated decision-making or profiling mechanisms for the purpose of fraud detection, risk scoring, or improving this website safety. Such mechanisms will not have legal or similarly significant effects on the User without appropriate safeguards in place.

Examples of such processing may include:

- Risk scoring of transactions;
- Fraud detection and prevention systems;
- Dynamic content or offers based on user behavior.

These activities **do not have legal or similarly significant effects** on the User unless required by law or necessary for fraud prevention. In such cases, appropriate safeguards, including the right to human review, will be ensured.

## 16. Effective Date and Updates

These Terms are effective as of 20 May 2025. RESELLER OF RECORD may update these Terms to reflect changes in legal requirements or this website practices. All updates will be published on this website. Continued use of the website after such updates constitutes acceptance of the revised Terms

## 17. Definitions

**“Personal Data”** – any information relating to an identified or identifiable natural person.

**“Processing”** – any operation performed on personal data, such as collection, storage, use, disclosure, etc.

**“Cookies”** – small data files stored on a user’s device to help improve website experience and performance.

**RESELLER OF RECORD: PARTNUGGET CAR PARTS TRADING DWC-LLC**

**Address: 4th Floor, A2, DWC Business Centre, Dubai South, UAE**

Executed in Dubai, United Arab Emirates

Date: 20 May 2025