



Terms and Conditions of Use

DTMA

Digital Transformation & Maturity Assessment

Garnet & Jade

Effective Date: [July 2025]



1. Overview

These Terms and Conditions ("Terms") apply to your access and use of the DTMA Telecom online platform ("Platform") provided by [Garnet and Jade], with its principal place of business in the Asia, Middle East, Africa, Europe regions ("Survey Provider", "we", "our", or "us"). By accessing or using the Platform, you ("Customer", "you", or "your") agree to comply with and be bound by these Terms.

If you do not agree to these Terms, please do not use the Platform.

2. Scope of Service

2.1 The Platform allows authorized users to complete and submit structured digital transformation surveys.

2.2 The Platform may be used for internal analysis, benchmarking, and reporting purposes.

2.3 We may update or improve the Platform at our discretion without prior notice.

3. Access and User Accounts

3.1 Access to the Platform is restricted to authorized users only. You must not share login credentials or allow unauthorized access.

3.2 You are responsible for the accuracy, completeness, and legality of all content and documents uploaded to the Platform.

3.3 We reserve the right to disable or suspend any account at any time for security, legal, or operational reasons.

4. Confidentiality

4.1 All information and documents uploaded by the Customer to the Platform ("Customer Content") shall be treated as strictly confidential.

4.2 The Survey Provider shall:

- Use Customer Content solely for the purpose of providing services via the Platform;
- Not disclose Customer Content to any third party without the Customer's written consent, unless required by law or regulation; and
- Implement commercially reasonable measures to safeguard the confidentiality and integrity of the Customer Content.

4.3 The Customer acknowledges and agrees that:

- The survey logic, scoring models, analytics tools, and methodologies used in the Platform are proprietary and confidential to the Survey Provider;
- Aggregated, anonymized data may be used by the Survey Provider to improve Platform functionality, provided it cannot be traced back to the Customer or any individual respondent.



5. Intellectual Property

5.1 All intellectual property rights in and to the Platform, including but not limited to software, content, interface design, reports, scoring systems, and tools, are and shall remain the exclusive property of the Survey Provider.

5.2 The Customer is granted a limited, non-transferable, non-exclusive license to access and use the Platform for internal business purposes only.

5.3 The Customer retains ownership of the documents and responses it submits to the Platform.

6. Data Security and Storage

6.1 The Survey Provider will take appropriate technical and organizational measures to protect Customer Content from unauthorized access, use, or disclosure.

6.2 Data may be stored on secure servers located in the United Arab Emirates or in other jurisdictions, subject to compliance with applicable laws.

6.3 The Customer agrees not to upload any personal data or sensitive personal data unless specifically agreed in writing with the Survey Provider.

7. Restrictions on Use

You agree not to:

- Use the Platform for any unlawful or harmful purpose;
- Attempt to reverse engineer, decompile, or disassemble any part of the Platform;
- Introduce malware or disruptive code;
- Resell or commercially exploit the Platform or its content.

8. Limitation of Liability

8.1 The Platform is provided "as is" and "as available" without warranties of any kind.

8.2 To the maximum extent permitted by law, the Survey Provider shall not be liable for:

- Any indirect, incidental, or consequential loss or damages;
- Any loss of business, data, or profits;
- Any claim exceeding the total fees paid by the Customer in the 3 months preceding the event giving rise to the claim.

9. Indemnification

The Customer agrees to indemnify and hold harmless the Survey Provider from any and all claims, damages, liabilities, and expenses (including legal fees) arising from the Customer's breach of these Terms or misuse of the Platform.

10. Termination

10.1 The Survey Provider may suspend or terminate access to the Platform at any time with immediate effect in case of breach or misuse.

10.2 Upon termination, the Customer must cease all use of the Platform and delete any



confidential or proprietary information obtained through it.

11. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of European Union as applicable. Any dispute shall be subject to the exclusive jurisdiction of the European Union Courts as determined by the Service Provider.

12. General Provisions

- Entire Agreement: These Terms represent the full agreement between the parties.
- Amendments: We may update these Terms from time to time. Continued use after changes constitutes acceptance.
- Severability: If any provision is held to be unenforceable, the remainder shall remain valid.
- No Waiver: Failure to enforce any right shall not be deemed a waiver.