

PRIVACY POLICY

ALMARAE

the
almarae



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Effective Date: 20 July 2026

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This Privacy Policy explains how Almarae collects, uses, stores, shares and protects personal data in connection with its website, vouch-first application process, private matchmaking service, interviews, compatibility assessment, introductions, communications and related activities.

This Policy is intended to comply with Regulation (EU) 2016/679 (the “GDPR”), Cyprus Law 125(I)/2018 and other applicable privacy and electronic-communications requirements.

Reading this Policy does not itself create consent. Where the law requires consent - including explicit consent for certain sensitive information, consent to marketing, or consent to non-essential cookies - Almarae will request it separately.

1. DATA CONTROLLER

The controller responsible for personal data processed under this Privacy Policy is:

Almarae

Realivobis LTD

Company Registration No. HE 426863

Georgiou Theotoki 4A

4004 Limassol, Cyprus

Email: info@thealmarae.com

Website: www.thealmarae.com

Privacy requests and questions may be sent to info@thealmarae.com.

2. SCOPE OF THIS POLICY

This Policy applies to:

- website visitors;
- people who submit a Vouch;
- people who are vouched for, including before they accept or decline an invitation;
- Applicants and Members who complete Profiles or interviews;
- people who participate in Potential Match discussions, Introductions, calls or meetings;
- people who contact Almarae, submit feedback, make a complaint or report a safety concern.

The Service is not intended for anyone under 18.

3. HOW THE VOUCH-FIRST PROCESS AFFECTS YOUR DATA

3.1 Information received from a Voucher

Before a Vouched Person has contacted Almarae or consented to participate, Almarae may receive limited personal data about them from a Voucher. This may include first name, city, public social-

media profile, email address where available, the Voucher's relationship to them, and general comments explaining why they are being recommended.

A Voucher is instructed not to provide intimate, defamatory, excessive, highly sensitive or unnecessary private information.

3.2 Review before contact

Almarae may review the submitted information and limited publicly available profile information to assess authenticity, suitability, consistency and safety and to decide whether to send an invitation.

3.3 First contact and transparency

If Almarae decides to proceed, it may contact the Vouched Person using the contact information provided. During the first personal contact, Almarae will explain that they were vouched for, identify the Voucher, describe the Service, provide or link to this Privacy Policy, and ask whether they consent to continue.

The Vouched Person may decline. If they decline, Almarae will delete the invitation information promptly, except where limited retention is required by law, needed to establish or defend legal claims, or necessary to document a request not to be contacted again.

3.4 No consent by proxy

A Voucher cannot consent on behalf of the Vouched Person. Almarae will not create a full matchmaking Profile or use the person's sensitive data for matching unless the person themselves accepts and provides any required consent.

4. PERSONAL DATA WE COLLECT

4.1 Voucher data

- Voucher name and contact details;
- relationship to the Vouched Person;
- information submitted in the Vouch;
- submission date, review status and related communications;
- whether the Voucher later applies for their own Profile.

4.2 Invitation and consent data

- contact details used to send an invitation;
- date, time and method of contact;
- whether the person accepted, declined or did not respond;
- consent records, privacy-notice records and withdrawal requests.

4.3 Identity and contact data

- first and last name;
- date of birth and age;
- email address, telephone number and authorised communication channels;
- city, country, nationality and languages;
- public social-media profile links;
- email-verification status and information from a brief phone or video verification call.

4.4 Profile and compatibility data

Depending on the questions presented, Almarae may collect:

- gender, height and other basic profile details;
- education, occupation, industry and income range;
- smoking, alcohol use, diet, exercise, travel, social habits and other lifestyle information;
- children, desire for children, family plans and preferred future family arrangements;
- relationship history, relationship goals, desired commitment, communication preferences, affection style, conflict style, personal values and emotional preferences;
- personality indicators, routine, preferred pace of life and ideal-partner preferences;
- free-text answers, clarifications and information provided during interviews.

4.5 Special-category and sensitive data

Profile answers may reveal or directly include information about religion or philosophical beliefs, political opinions, health or therapy-related matters, sexual orientation, or other intimate aspects of private life. Under the GDPR, some of these categories receive additional legal protection.

Where required, Almarae will request separate explicit consent before processing special-category data. Relevant questions include a “Prefer not to say” option. Consent may be withdrawn at any time, although withdrawal may affect Almarae’s ability to perform compatibility assessment or continue the Service.

4.6 Matching and assessment data

- internally generated compatibility indicators and match results;
- human reviewer notes and decisions;
- shortlists, reasons for considering a Potential Match and introduction status;
- whether each Member agreed or declined to proceed.

4.7 Communication, interview and introduction data

- emails, call notes, messages and support communications;
- availability and arrangements for calls or meetings;
- information voluntarily provided during phone or video interviews;
- selected information authorised for disclosure to a Potential Match;
- feedback after introductions or meetings;
- complaints, safety reports and actions taken.

Introductory calls are not recorded unless every participant is separately informed and expressly consents in advance.

4.8 Website, device and usage data

- IP address, browser type, operating system and device information;
- pages viewed, clicks, timestamps, referral source and website interactions;
- cookie identifiers, consent choices and analytics events;
- security logs, error logs and anti-abuse signals.

4.9 Future payment data

If paid subscriptions are introduced, Almarae may process billing status, transaction identifiers, subscription plan, payment dates, invoices and limited payment metadata. Full card details would normally be processed directly by a payment provider such as Stripe and not stored by Almarae.

5. SOURCES OF PERSONAL DATA

Personal data may come from:

- you directly, through forms, interviews, communications, consents and feedback;
- a Voucher who recommends you;
- publicly available social-media profiles and other public online sources used for limited authenticity, consistency, suitability and safety review;
- service providers supporting website, analytics, communications, security or payments;
- another Member, where they provide feedback, a complaint or a safety report;
- competent authorities or legal advisers where relevant.

6. WHY WE USE PERSONAL DATA

- to receive and review Vouches;
- to contact Vouched Persons and obtain their own decision and consent;
- to assess eligibility and relationship-status declarations;
- to verify email, identity and profile consistency through limited methods;
- to create, review and maintain Profiles;
- to conduct interviews and request clarification;
- to run the rules-based Compatibility Assessment and perform human review;
- to identify, discuss and facilitate Potential Matches and Introductions;
- to disclose selected information after both people consent to proceed;
- to arrange calls or meetings and collect feedback;
- to provide support, manage withdrawal and respond to rights requests;
- to enforce eligibility and conduct standards, protect safety and prevent fraud or abuse;
- to investigate complaints and preserve evidence where necessary;
- to comply with legal obligations and lawful authority requests;
- to maintain, secure, analyse and improve the website and Service;
- to send marketing communications where the required consent has been provided;
- to administer future paid subscriptions and payments.

7. LEGAL BASES FOR PROCESSING

7.1 Steps requested before and performance of a contract

We rely on Article 6(1)(b) GDPR where processing is necessary to take steps requested by an Applicant or to provide the Service under the Terms. This includes receiving an application, creating a Profile, communicating about Potential Matches, arranging Introductions and responding to Service requests.

7.2 Legitimate interests

We may rely on Article 6(1)(f) GDPR for legitimate interests such as:

- reviewing a limited Vouch and deciding whether to contact the Vouched Person;
- reviewing public information for authenticity, consistency, suitability and safety;
- protecting Members, preventing misuse, handling complaints and enforcing Terms;
- maintaining security, business records and Service quality;
- establishing, exercising or defending legal claims.

When relying on legitimate interests, we consider necessity, proportionality and the impact on the individuals concerned.

7.3 Consent

We rely on consent under Article 6(1)(a) GDPR where appropriate, including optional marketing and non-essential cookies. We rely on explicit consent under Article 9(2)(a) GDPR where required to process special-category data for matchmaking.

Consent may be withdrawn at any time without affecting processing already carried out lawfully before withdrawal.

7.4 Legal obligations

We rely on Article 6(1)(c) GDPR where processing is necessary to comply with law, accounting, tax, court orders, regulatory obligations or lawful requests.

7.5 Vital interests and legal claims

In rare urgent situations, processing may be necessary to protect vital interests. Special-category information may also be processed where necessary for the establishment, exercise or defence of legal claims, as permitted by law.

8. COMPATIBILITY ASSESSMENT AND HUMAN DECISION-MAKING

Almarae uses an internally programmed, rules-based process to organise Profile information and identify potential compatibility. This process may generate compatibility indicators based on preferences, values, lifestyle and relationship objectives.

Every Potential Match is meaningfully reviewed by a person before Almarae approaches Members. Almarae does not make an Introduction solely through an automated system.

The assessment is designed to support matchmaking judgment, not to make an objective prediction of relationship success. Almarae does not promise that a person will receive a match or that an assessment will be correct.

The proprietary formula, weights, thresholds and source code are confidential. This does not limit any right a person may have under applicable data-protection law to receive meaningful information about relevant processing.

9. HOW AND WHEN INFORMATION IS SHARED

9.1 Potential Matches and Members

Before mutual agreement to proceed, Almarae will not ordinarily share identifying details with a Potential Match. Almarae may explain only that a possible match appears to meet a meaningful number of the person's preferences.

After both Members consent, Almarae may disclose selected information reasonably necessary to facilitate the Introduction, such as agreed profile details, first name, contact details, call arrangements or meeting information. Almarae will not publish Profiles or create a public member directory.

9.2 Service providers

We may share personal data with carefully selected providers supporting hosting, database infrastructure, website development, email and communications, analytics, security, video calls, venue booking, payment processing and professional advice. Providers may process data only for agreed purposes and subject to appropriate contractual and security obligations.

9.3 Authorities, safety and legal requirements

We may disclose information where required by law, court order or lawful authority request, or where reasonably necessary to protect rights, investigate serious fraud or abuse, respond to threats or violence, protect vital interests, or establish or defend legal claims.

9.4 Business changes

If the business or relevant assets are reorganised, financed, sold or transferred, personal data may be disclosed under confidentiality and appropriate safeguards, subject to applicable law.

9.5 No sale of personal data

Almarae does not sell personal data.

10. INTERNATIONAL DATA TRANSFERS

Some service providers, including analytics, communications or payment providers, may process data outside Cyprus or the European Economic Area.

Where required, Almarae will use appropriate safeguards, such as an adequacy decision, European Commission Standard Contractual Clauses, supplementary measures or another lawful transfer mechanism. Individuals may contact us for information about applicable safeguards.

11. DATA RETENTION

Almarae keeps personal data only for as long as reasonably necessary for the purposes described in this Policy, taking account of membership status, consent, safety, legal obligations, disputes and limitation periods.

Indicative retention principles include:

- Active Member Profiles: retained while participation remains active.
- Inactive Profiles: may be deleted or anonymised after 12 months of inactivity, normally following reasonable notice where practicable.

- Declined invitations: deleted promptly, except for limited data needed to honour a no-contact request, meet legal obligations or defend claims.
- Unanswered invitations: retained only for a limited internal invitation period and then deleted or anonymised.
- Routine interview and matchmaking notes: retained during active participation and for a limited period afterward where needed for continuity, quality and dispute handling.
- Introduction and match history: retained for a proportionate period to manage the Service, complaints, safety and legal claims.
- Complaints and safety records: retained for as long as reasonably necessary based on seriousness, recurrence risk, legal obligations and potential claims.
- Consent and Terms acceptance records: retained as needed to demonstrate compliance.
- Financial and tax records: retained for the period required by applicable law after paid services begin.
- Technical and security logs: retained for a limited period appropriate to security, troubleshooting and fraud prevention.

Data may be retained longer where required by law, subject to a legal hold, needed for an active complaint or investigation, or necessary to establish, exercise or defend legal claims. Where possible, data no longer needed in identifiable form will be anonymised.

12. WITHDRAWAL, PROFILE CLOSURE AND DELETION

A person may withdraw from the Service or request Profile closure or deletion by emailing info@thealmarae.com. We may need to verify identity before acting on the request.

Withdrawal from special-category consent may mean that Almarae can no longer perform meaningful compatibility assessment or provide the Service.

Deletion rights are not absolute. Limited information may be retained where required by law, necessary for safety or fraud prevention, needed to document a no-contact request, or required for legal claims. Almarae will restrict use of retained data to the relevant purpose.

13. YOUR DATA-PROTECTION RIGHTS

Subject to the conditions and exceptions in applicable law, you may have the right to:

- request access to your personal data and information about how it is processed;
- request correction of inaccurate or incomplete information;
- request erasure of personal data;
- request restriction of processing;
- object to processing based on legitimate interests;
- receive certain data in a structured, commonly used and machine-readable format and request portability where applicable;
- withdraw consent at any time where processing is based on consent;
- object to direct marketing at any time;
- raise concerns about automated decision-making where applicable;
- lodge a complaint with the Cyprus Commissioner for Personal Data Protection or another competent supervisory authority.

Requests should be sent to info@thealmarae.com. Almarae may request information necessary to verify identity and will respond within the time required by law.

14. SECURITY

Almarae uses technical and organisational measures designed to protect personal data against unauthorised access, loss, misuse, alteration or disclosure. Measures may include access controls, encrypted transmission or storage where appropriate, backups, authentication, confidentiality obligations, vendor controls, security monitoring and restricted administrative access.

No website, database or communication method is completely secure. Almarae cannot guarantee absolute security, but will assess and respond to suspected personal-data breaches in accordance with applicable law.

Members should avoid sending unnecessary identity documents, financial information or highly sensitive information through ordinary communication channels.

15. COOKIES, GOOGLE ANALYTICS AND META PIXEL

The website uses cookies and similar technologies. These may include:

- Essential cookies required for security, forms, consent preferences and core website operation;
- Functional cookies that remember choices or improve usability;
- Analytics cookies, including Google Analytics, used to understand visits, interactions, traffic sources and website performance;
- Advertising and measurement technologies, including Meta Pixel, used to measure campaigns, understand audiences and improve communications or advertising.

Non-essential analytics and advertising technologies will be activated only where the required consent has been obtained. Users may accept, reject or manage non-essential cookies through the cookie banner or settings made available on the website and may withdraw consent later.

Google and Meta may process identifiers, device information, IP-related data and website events and may process information outside the EEA under their own privacy terms and applicable transfer safeguards.

Browser settings may also block cookies, but blocking essential cookies may affect website functionality.

16. MARKETING COMMUNICATIONS

Almarae may send news, events, service updates and promotional communications where the recipient has provided the required consent or another lawful basis applies.

Marketing consent is separate from acceptance of the Terms and participation in matchmaking. It is optional and may be withdrawn at any time through an unsubscribe method or by contacting info@thealmarae.com.

Operational communications necessary to administer an application, Profile, verification, Potential Match, Introduction, safety matter or rights request are not marketing.

17. CHILDREN'S PRIVACY

The Service is restricted to people aged 18 or over. Almarae does not knowingly invite, accept or create Profiles for minors. If Almarae becomes aware that a minor's personal data has been collected, it will take reasonable steps to delete it and prevent participation.

18. THIRD-PARTY LINKS AND COMMUNICATION CHANNELS

The website or Almarae communications may link to social-media platforms, video-call services, maps, venues, payment providers or other third parties. Those organisations operate under their own privacy policies and are independently responsible for their processing.

Where a Member chooses to continue communicating with another Member through a third-party platform, that platform's privacy terms also apply.

19. CHANGES TO THIS PRIVACY POLICY

Almarae may update this Privacy Policy to reflect changes in law, technology, service design, vendors or data practices. The updated version will be published with a revised effective or last-updated date.

Where a change materially affects consent-based processing or an individual's rights, Almarae may provide additional notice or request renewed consent where required.

20. CONTACT AND COMPLAINTS

For privacy questions, rights requests, consent withdrawal or complaints, contact:

Email: info@thealmarae.com

Website: www.thealmarae.com

Address: Georgiou Theotoki 4A, 4004 Limassol, Cyprus

You also have the right to lodge a complaint with the Office of the Commissioner for Personal Data Protection in Cyprus. We encourage you to contact Almarae first so that we can try to address the concern promptly.