



DATA RETENTION POLICY

SANCTUARY OF SOPHIA LTD.

Purpose

This policy outlines the requirements and controls/procedures Sanctuary of Sophia Ltd. has implemented to manage the retention and deletion of customer data.

Policy

For Customers

Customer data is retained for as long as there is a legitimate interest and/or the account is in active status. Data enters an “expired” state when the account is voluntarily closed. Expired account data will be retained for a minimum of 7 years unless a deletion request is made (excluding treatment and training application data). **If a deletion request is made in writing via email, then the expired data will be stored for up to 30 days.** After this period, the account and related data will be removed. Customers who wish to voluntarily close their account should download their data manually prior to closing their account. Personal and Sensitive data collected by the Sanctuary of Sophia Ltd. **In respect of training courses and therapeutic treatment services must be retained for a minimum of 7 years per the legal requirement.**

If a customer account is involuntarily suspended, then there is a minimum **60-day** grace period during which the account will be inaccessible but can be reopened if the customer meets their payment obligations and resolves any terms of service violations.

If a customer wishes to manually back up their data in a suspended account, then they must ensure that their account is brought back to good standing so that the user interface will be available for their use. After **90 days**, the suspended account will be closed, and the data will enter the “expired” state. It will be permanently removed **30 days thereafter** (except when required by law to retain).

Secure Disposal or Reuse of Equipment

Before disposal or reuse, Sanctuary of Sophia Ltd. will verify that all equipment containing storage media has been purged of any sensitive data and licensed software. This data will either be securely overwritten or entirely removed.

If a cloud service customer, Sanctuary of Sophia Ltd. is responsible for obtaining assurances from cloud service providers that they have established policies and procedures for the secure disposal or reuse of resources. Cloud service providers engaged by Sanctuary of Sophia Ltd. must ensure that measures are in place for the secure and prompt disposal or reuse of resources, including but not limited to equipment, data storage, files, and memory.

Protection of Records

All records within Sanctuary of Sophia Ltd. will be shielded from loss, destruction, falsification, and unauthorized access or release in alignment with legislative, regulatory, contractual, and business obligations.

If a cloud service customer, Sanctuary of Sophia Ltd., will solicit information from its cloud service provider regarding the security measures in place for the protection of records collected and stored in the cloud that are pertinent to Sanctuary of Sophia Ltd.'s utilization of cloud services. Cloud service providers utilized by Sanctuary of Sophia Ltd. must disclose information about the safeguarding measures for records they gather and store that relate to Sanctuary of Sophia Ltd.'s use of their cloud services.