

PRIVACY POLICY

qurmi.com

Version 2 – Last updated: October 1, 2026

Preamble

This Privacy Policy (hereinafter the “Policy”) explains what personal data is collected when you use the qurmi.com platform (hereinafter the “Platform”), why it is collected, who it is shared with, how long it is kept and how to exercise your rights.

The data controller is:

Qurmi SAS, a simplified joint-stock company (société par actions simplifiée) incorporated under Moroccan law

Registered office: 43, apartment 26, rue Aguelmane Sidi Ali, Agdal, Rabat, Morocco

E-mail: contact@qurmi.com

(hereinafter “Qurmi” or “we”).

Qurmi processes your data in accordance with Moroccan Law No. 09-08 on the protection of individuals with regard to the processing of personal data and, for Users located in the European Union, Regulation (EU) 2016/679 (hereinafter the “GDPR”). Capitalized terms (User, Account, Plan, Professor, Institution, Virtual Patient, Atlas, Voice Mode, etc.) have the meaning given to them in the Terms of Use (hereinafter the “Terms”).

Article 1 – Data collected

1.1. Account data

- **At registration:** full name, e-mail address, password, confirmation that you are sixteen (16) or older, language, date and version of the Terms accepted. The password is stored in an irreversibly encrypted form: no one at Qurmi can read it.
- **Registration with Google:** Google sends us your name, your e-mail address and, where applicable, your Google profile picture. Only your name and e-mail address are used by the Platform.
- **Optional profile information:** picture, country, city, year of study, university or faculty, choice of a public or private profile.
- **Country:** it is determined automatically from your IP address when you first log in. You can change it in your profile.

1.2. Learning data

- Consultations: messages exchanged with Virtual Patients, written transcripts of Voice Mode, tests requested, diagnoses and treatments proposed, corrections and scores.
- Exchanges with the Atlas mentor, lessons followed, summary sheets, flashcards, answers to image exercises, progress, experience points, league and current streak.
- Disputes about grading criteria and lesson requests.

1.3. Content you publish

Questions, answers, comments and images published on the forum, votes and reports, messages posted in group discussions.

1.4. Payment, invoicing and refunds

- Card payments are made on the secure page of our payment provider, Payzone. Qurmi never receives or stores your card number. We keep the reference, amount and status of each payment and, for automatically renewing Plans, the identifier of the payment method registered with the provider, which allows the next charge.
- Bank transfer: reference, amount and status of the request.
- Invoices: name, e-mail address, country, Plan and amount.
- Refunds: bank details you send us by e-mail to receive the transfer.

1.5. Gift Codes and referrals

- Purchase of a Gift Code: name, e-mail address and country of the buyer; e-mail address of the recipient and personal message, if provided.
- Referrals: link between the referrer and the referred person, benefits granted.

1.6. Professors, groups, exams and Institutions

- Invitations to join a group (e-mail address of the invitee), results of the group's activities.
- During a timed exam: number of tab switches and, when the exam starts, IP address and browser type, recorded for security purposes and not shared with the Professor.
- Access from an Institution's digital learning environment (LTI integration): identifier, name, e-mail address, role and course, sent by that environment.

1.7. Technical and security data

- IP address, browser and device type, language, screen size, time zone, login dates and open sessions.
- Pages viewed in the logged-in area.
- In the event of a security incident: approximate country and city derived from the IP address.
- Technical error reports.
- E-mails sent to you and, where applicable, whether they were opened and which links were clicked.

1.8. Public forms

- Waiting list: name, e-mail address, language, IP address, referral code.
- Contact form: name, e-mail address and message.
- Newsletter: e-mail address, language and IP address.

Article 2 – Purposes and legal bases

Your data is used for the following purposes:

- **Providing the Services** (Account, consultations, corrections, Atlas mentor, progress, groups, exams, forum, leaderboards): performance of the contract concluded with you when you accepted the Terms.
- **Managing payments, invoices, refunds and Gift Codes**: performance of the contract; keeping invoices is a legal obligation.
- **Keeping the Platform secure** (preventing fraud, multiple accounts, abuse and attacks; one active session per Account): Qurmi's legitimate interest.

- **Measuring traffic and improving the Platform**, based on aggregated statistics: Qurmi's legitimate interest.
- **Sending you service e-mails**: performance of the contract.
- **Sending you news and the newsletter**: your consent or, if you are a customer, Qurmi's legitimate interest in informing you about similar services. You can object at any time.
- **Answering your requests and complaints**: Qurmi's legitimate interest.
- **Complying with our legal obligations** (accounting, tax, requests from authorities): legal obligation.

Article 3 – Artificial intelligence

3.1. The responses of Virtual Patients, the corrections, the Atlas mentor, the grading of flashcards and image exercises, and the voice of Virtual Patients are produced using artificial intelligence services.

3.2. In Voice Mode, the sound from your microphone is transmitted live, from your browser, to the artificial intelligence provider, which therefore also receives your IP address. Qurmi does not keep any audio recording; only the written transcript is kept with the consultation.

3.3. The dictation feature uses your browser's built-in speech recognition. Depending on the browser you use, your voice may be processed by its publisher.

3.4. Do not write or say any personal data, either your own or that of a real patient, in your exchanges with Virtual Patients and the Atlas mentor.

3.5. No decision producing legal effects concerning you is made solely on the basis of automated processing. Scores and corrections are indicative and educational; you can dispute a grading criterion from the Platform.

Article 4 – What other Users can see

- **Activity feed**: when your profile is public, which is the default setting, other Users see your full name, your picture and some of your results (consultation completed, score, specialty). If your profile is private, only your initials are shown. You can change this setting in your profile.
- **Daily Case leaderboard**: your first name, your score and your time, if you are in the top ten.
- **Forum**: your name, picture, role and reputation appear on your posts, except for questions published anonymously. The forum is only visible to logged-in Users. Published images can be accessed by anyone who has their link.
- **Profile picture**: it can be accessed by anyone who has its link.
- **Groups**: group members see the name, picture and role of the authors of discussion messages. The Professor sees their students' name, e-mail address, picture, points and league, their results, time spent, number of tab switches during an exam, and the transcripts and corrections of the consultations they assigned. When the Platform is used from an Institution's digital learning environment, scores are sent to it.
- **Referrals**: the referrer is informed by e-mail when the referred person signs up and then subscribes, with that person's name.
- **Gift Codes**: the buyer is informed by e-mail when the Gift Code is activated, with the recipient's name.

Article 5 – Recipients of the data

Your data can be accessed by:

- authorized members of the Qurmi team, within the limits of their duties;
- technical providers acting on behalf of Qurmi and on its instructions: hosting of the Platform, the database and files; authentication; artificial intelligence services; e-mail delivery; anti-bot protection and traffic limiting; audience measurement; payment;
- Google, if you choose to log in with your Google account;
- the Professor and the Institution, under the conditions set out in Article 4;
- competent authorities, upon request, in the cases provided for by law;
- in the event of a restructuring, merger or sale of the business, the acquirer, who will be bound by this Policy.

The up-to-date list of our providers is available on simple request to contact@qurmi.com.

Article 6 – Place of processing and transfers

Some providers, in particular of artificial intelligence services, e-mail delivery, security and audience measurement, may process data outside Morocco and the European Union. These transfers are governed by contractual safeguards, including the European Commission's standard contractual clauses where the GDPR applies.

Article 7 – Retention periods

- **Account, profile, progress and consultations:** as long as your Account exists. After the Account is deleted, this data is deleted or anonymized within thirty (30) days. A deactivated Account keeps its data until it is reactivated or a deletion request is made.
- **Published content:** deleted with your Account, except for clinical cases made public by a Professor, which are kept in anonymized form (Article 9.2 of the Terms).
- **Invoices, payments and Gift Codes:** ten (10) years, for accounting and tax purposes.
- **Technical and security data** (IP addresses, sessions, pages viewed, error reports, history of e-mails sent): twelve (12) months.
- **Waiting list and contact form:** twelve (12) months after the last exchange.
- **Newsletter:** until you unsubscribe.
- **Voice Mode audio recordings:** no recording is kept.

When these periods expire, the data is deleted or irreversibly anonymized.

Article 8 – Security

Qurmi implements appropriate technical and organizational measures to protect your data.

No method of transmission or storage is infallible. In the event of a data breach likely to result in a high risk to your rights, we will inform you as soon as possible and notify the competent authority where required by law.

Article 9 – Cookies and local storage

9.1. Strictly necessary cookies. The Platform only uses cookies that are essential to its operation, which do not require your consent: keeping you logged in, the language chosen, a group invitation code (seven days at most) and login from an Institution's digital learning environment (twenty-four hours at most).

9.2. Local storage. Your browser also keeps your display preferences (theme, sidebar, Voice Mode, lesson settings), a session identifier used for the security of your Account and your answer to the information banner.

9.3. Audience measurement. Anonymous traffic and performance statistics are produced without cookies by our hosting provider.

9.4. Anti-bot check. During the anti-bot check, the provider of this service may set its own technical cookies.

9.5. No advertising or third-party tracking cookies are used. You can delete cookies in your browser settings; you will then be logged out.

Article 10 – E-mails

Qurmi sends you the e-mails required for the service to work: registration confirmation, Account security, payments, invoices, renewal reminders, Gift Codes, groups and forum notifications. News messages and the newsletter are optional: each contains an unsubscribe link.

Article 11 – Your rights

In accordance with Law No. 09-08 and, where applicable, the GDPR, you have the following rights:

- **access** to your data and obtaining a copy;
- **rectification** of inaccurate or incomplete data;
- **erasure** of your data;
- **objection** to processing based on Qurmi's legitimate interest and, at any time, to direct marketing;
- **restriction** of processing in the cases provided for by law;
- **portability**: receiving your data in a structured, commonly used format;
- **withdrawal of your consent**, where processing is based on it, without affecting processing already carried out;
- **instructions** on what happens to your data after your death, where the applicable law provides for it.

11.1. How to exercise your rights

- You can correct your name, picture, country, city, year of study, university, language and profile visibility yourself in your profile. To change your e-mail address, write to us.
- For any other right, write to contact@qurmi.com. We reply within one (1) month, which may be extended by two (2) months for a complex request. We may ask you to prove your identity if in doubt.

Article 12 – Minors

The Platform is not intended for people under sixteen (16). Users aged sixteen (16) to eighteen (18) must have the permission of their legal guardians. If we learn that an Account belongs to a person under sixteen (16), its data is deleted as soon as possible.

Article 13 – Changes to the Policy

Qurmi may change this Policy, in particular to reflect changes to the Platform or to regulations. Any significant change will be notified to you by e-mail or by a notice displayed on the Platform. The date of the last update appears at the top of the document.

Article 14 – Contact

For any question about your personal data or this Policy:

By e-mail: contact@qurmi.com

By post: Qurmi SAS – 43, apartment 26, rue Aguelmane Sidi Ali, Agdal, Rabat, Morocco

Qurmi has not appointed a data protection officer. If it appoints one, their contact details will be published in this Policy.

Article 15 – Governing law

This Policy is governed by Moroccan law, without prejudice to the mandatory provisions of the GDPR applicable to Users located in the European Union.