GOLDJAXE L.L.C-FZ

Provider of Terminal GOLDJAXE
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Nad Al Sheba, Dubai, U.A.E.
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GOLDJAXE

TERMS OF SERVICE

No. TOS-FZ-TG-2026-1008

TERMS OF SERVICE FOR BUSINESS · VERSION 2.2 · 16 OCTOBER 2026

Your sovereign AI inside your own perimeter — one agreement for every model and every mode

Fees are paid in advance for each period, and Credits expire at the end of the Order Form term. Each model keeps the rules of its provider, and the stricter rule applies. Customer owns its Inputs; GOLDJAXE owns Usage Data and De-identified Data. The liability of GOLDJAXE is limited to the fees for **6 months**, and disputes go to the DIFC Courts or, for larger orders of customers outside the UAE, to DIAC arbitration seated in the DIFC

CUSTOMER

Businesses worldwide
the entity named in the Order Form
and its Authorised Users

PROVIDER	PAYMENT	LAW	CAP
GOLDJAXE L.L.C-FZ	in advance	DIFC	6 months of fees

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These Terms of Service for Business (the **"Terms"**) govern access to and use of Terminal GOLDJAXE by businesses. They are made between **GOLDJAXE L.L.C-FZ**, a limited liability company licensed in Meydan Free Zone, Dubai, United Arab Emirates, under Trade License No. 2654905.01, with its registered address at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E. (**"GOLDJAXE"**, "we", "us"), and the business entity named in the Order Form or accepting these Terms (**"Customer"**, "you").

01

Agreement and acceptance

1.1 These Terms, each Order Form, the Acceptable Use Policy, the Third-Party Models Registry & Terms (the "Registry"), the Data Processing Agreement (the "DPA") and, where an Order Form includes Your Perimeter, the Software License (Your Perimeter) and IT AMC Agreement (the "Perimeter Terms") form the agreement between GOLDJAXE and Customer (the **"Agreement"**). The Privacy Policy describes how GOLDJAXE handles personal data as a controller. GOLDJAXE publishes the current version of each document on the Site.

1.2 Customer accepts the Agreement by signing an Order Form, including electronically, by accepting an Order Form or these Terms online, by paying any fee or by using the Service, whichever occurs first. The individual who accepts represents that they are authorised to bind Customer; an individual who accepts without that authority is personally bound by the Agreement.

1.3 Customer acquires the Service for the purposes of its trade, business or profession, and represents that it does not acquire the Service as a consumer or for personal, family or household purposes.

1.4 Subject to section 21.1, if documents of the Agreement conflict, they apply in this order: (a) special terms of an Order Form signed by GOLDJAXE, to the extent they expressly identify the provision they change; (b) the DPA, for the processing of personal data; (c) the Perimeter Terms, for their subject matter; (d) the Order Form, for the modes, quantities, fees, term and options

it states; (e) these Terms; (f) the Acceptable Use Policy; (g) the Registry. No document relaxes the Acceptable Use Policy or any Provider Terms, which apply under section 4.

1.5 Headings are for convenience only, and "including" means including without limitation. Customer has had the opportunity to review the Agreement and to take advice on it, and no rule of interpretation applies against GOLDJAXE on the ground that GOLDJAXE prepared the Agreement.

02

Definitions

TERM	MEANING
Account Key	an API key, token or other credential issued under Customer's account to access the Service
Authorised User	an individual whom Customer authorises to use the Service under its account, such as an employee or contractor
Auto Top-up	the automatic purchase of Top-up Credits under section 10.8
Brigade	a set of AI roles, instructions, skills and workflows for an industry, built on the GOLDJAXE methodology and provided as part of the Service
Confidential Information	has the meaning given to it in section 16.1
Credit Pool	the Credits purchased under an Order Form for its term and shared by all Models and all seats of the account
Credit rates	the number of Credits that each Model or metered feature consumes, as published in the Service or the Price List
Credits	prepaid units of the Service, consumed at the Credit rates when Models process Inputs and when other metered features are used
Customer Content	Inputs, Outputs, files and other data that Customer, its Authorised Users or its End Users submit to or generate through the Service

TERM	MEANING
Customer Deployment	an assistant, agent, chatbot or other application that Customer builds on the Service or makes available through it to End Users
Customer Environment	has the meaning given to it in the Perimeter Terms
Customer Key	Customer's own account and API key with a Model Provider, used in the Service under the "your own key" option
De-identified Data	data derived from Customer Content that GOLDJAXE has processed so that it can no longer be linked or attributed to Customer, to any Authorised User or End User or to any other individual, and so that none of them can be identified from it; it excludes Third-Party Outputs and data derived from them
End User	an individual, other than an Authorised User, who interacts with a Customer Deployment
Feedback	suggestions, ideas, ratings, reviews, testimonials, bug reports and other feedback about the Service given by Customer, its Authorised Users or its End Users
GOLDJAXE Materials	the Service, its software, GOLDJAXE OS, the Model Router, the Brigades, the GOLDJAXE methodology and all instructions, prompts, skills, workflows, configurations, documentation and improvements of them, excluding Customer Content, Third-Party Models and open-source components
GOLDJAXE Model	a model developed by GOLDJAXE, available once added to the Registry
GOLDJAXE OS	the GOLDJAXE AI operating system that manages roles and seats, permissions, the audit log and usage accounting in the Service
Input	a prompt, file or other content submitted to a Model through the Service
Model	a Third-Party Model, an Open Model or the GOLDJAXE Model
Model Provider	the developer or licensor of a Model and, where GOLDJAXE accesses a Model through a cloud platform, the operator of that platform

TERM	MEANING
Model Router	the function of the Service that sends each Input to a Model under rules set by Customer, including rules on which data may go to which Model
Open Model	a model with publicly released weights, used under its own licence, such as the MIT License or the Apache License 2.0
Order Form	an ordering document for the Service signed or accepted by the parties, including an online order, that states the modes, seats, Credits, Brigade packs, implementation, support, fees, term and options
Output	content that a Model generates in response to an Input
Paid Period	the period for which Customer has paid the fees for a seat, a Credit Pool, a Brigade pack, support or another item of an Order Form
Price List	GOLDJAXE's prices for the Service, published on the Site or provided to Customer, as updated from time to time
Provider Terms	the terms of service, usage policies, regional availability rules and other conditions of a Model Provider that apply to a Model, as listed in the Registry
Service	Terminal GOLDJAXE in the modes stated in the Order Form, including its interface, GOLDJAXE OS, the Model Router, the Brigades and related support
Site	[website address], where GOLDJAXE publishes the documents of the Agreement
Taxes	value added tax, goods and services tax, sales, use, withholding and other taxes, duties, levies and charges, with any related interest and penalties, excluding taxes on GOLDJAXE's net income
Third-Party Model	a model made available by a Model Provider other than GOLDJAXE and accessed through the Service
Third-Party Output	an Output generated by a Third-Party Model
Top-up Credits	Credits purchased during the term of an Order Form in addition to its Credit Pool

TERM	MEANING
Usage Data	data about access to and use of the Service that the Service or GOLDJAXE's systems generate, such as request metadata, tokens, Credits, Models used, configurations, performance, errors, device and log data, and statistics derived from them, excluding the content of Inputs and Outputs

03

The Service

3.1 Terminal GOLDJAXE is an AI hub for business: one interface for leading third-party models, Open Models and, once released, the GOLDJAXE Model. It includes Brigades built on the GOLDJAXE methodology, management on GOLDJAXE OS and a Model Router that applies Customer's rules on which data goes to which Model.

3.2 The Order Form states one or more modes: (a) **GOLDJAXE Cloud** — the Service hosted by GOLDJAXE and its hosting providers;
(b) **GOLDJAXE Perimeter** — the Service and Open Models run for Customer on hardware operated by GOLDJAXE; (c) **Your Perimeter** — the Service installed on hardware owned or controlled by Customer, under the Perimeter Terms.

3.3 GOLDJAXE provides the Service as an integrated product. Access to each Third-Party Model is a feature of the Service, provided under GOLDJAXE's commercial agreements with Model Providers and cloud platforms that permit such integration. The Service excludes resale of any Model Provider's API, accounts or keys, and Customer does not use the Service as a gateway or proxy that gives any third party standalone access to a Model.

3.4 Where Customer uses a Customer Key, Customer contracts directly with that Model Provider, pays its charges and complies with its terms, and GOLDJAXE's fees for the Service apply in addition. For that use, the Service acts as software that sends Customer's requests on Customer's instructions.

3.5 GOLDJAXE develops the Service continuously and may add, change, replace, suspend or remove features, Models, Brigades and modes at any time, with or without notice, provided that the Service continues to provide substantially similar overall functionality. Such a change is not a breach of the Agreement and gives no right to a refund.

3.6 Support, service levels and implementation are those stated in the Order Form or the Perimeter Terms. No uptime commitment, service level or service credit applies unless an Order Form states it.

3.7 Features that GOLDJAXE marks as beta, preview or trial are provided as they are, may be changed or withdrawn at any time and are outside any service level.

3.8 GOLDJAXE may set and change usage limits, rate limits and risk controls for the Service, an account, a seat, an Account Key or a Model, including to protect the Service, to comply with Provider Terms and to prevent fraud.

3.9 Free, trial and promotional access ends on the date GOLDJAXE states or when GOLDJAXE ends it. Where Customer has provided a payment method and has not cancelled before that date, the access then continues as a paid subscription at the Price List.

04

Third-Party Models and Open Models

4.1 Each Third-Party Model is subject to the Provider Terms of its Model Provider and of the channel through which GOLDJAXE accesses it. The Registry lists, for each Model, its Model Provider, the access channel and links to the applicable terms and usage policies. Provider Terms form part of the Agreement and bind Customer, its Authorised Users and its End Users.

4.2 The Provider Terms of a Model apply only when Customer, its Authorised Users or its End Users use that Model.

4.3 Where Provider Terms are stricter than these Terms or the Acceptable Use Policy, the Provider Terms apply to the use of that Model.

4.4 GOLDJAXE updates the Registry when Model Providers change their models, terms or availability, when the law requires it and when GOLDJAXE adds, replaces or retires a Model. GOLDJAXE publishes each update on the Site and notifies Customer through the Service or by email; the update applies from its publication, unless the notice states a later date. A change that a Model Provider makes to its Provider Terms applies from the date the Model Provider sets. If Customer does not accept an update or a change, its sole remedy is to stop using the affected Model, including by changing its Model Router rules, and use of that Model after the update or change applies constitutes acceptance.

4.5 GOLDJAXE makes each Third-Party Model available only for the countries, regions and organisations its Model Provider supports. A Model that its Model Provider does not make available for Customer's country, or for Customer as an organisation, including by reason of its place of incorporation, ownership or control, is not provided to Customer. GOLDJAXE adjusts availability when a Model Provider changes its rules. Customer and its Authorised Users access each Model only from countries and regions its Model Provider supports and do not circumvent these restrictions, including through a VPN or proxy.

4.6 A Model Provider may change, limit, suspend or retire a Model at any time. GOLDJAXE may then replace the Model with another Model or remove it from the Service. A replacement or removal of a Model is not a breach of the Agreement, and Customer's Credits remain available for other Models during the term of the Order Form.

4.7 Open Models run in GOLDJAXE Perimeter or Your Perimeter under their own licences and any use restrictions those licences contain. The Registry lists the licence types; the licence of each Open Model deployed for Customer is stated in the Order Form or in the NOTICE file of the deployment. Customer complies with those licences.

4.8 In Your Perimeter, Customer provides and controls the hardware, operating environment, network, physical security, backups and access. GOLDJAXE is responsible only for its own software and services, as delivered under the Perimeter Terms.

4.9 The GOLDJAXE Model becomes available to Customer when GOLDJAXE adds it to the Registry with its licence and usage policy.

4.10 Where Customer connects the Service to third-party tools, data sources or services, including connectors and MCP servers, their own terms apply. Customer is responsible for each such connection and the data it exchanges, and those services fall outside GOLDJAXE's warranties and liability.

4.11 If an act or omission of Customer, its Authorised Users or its End Users leads a Model Provider to suspend, restrict or terminate GOLDJAXE's access to a Model or GOLDJAXE's account, or to make a claim against GOLDJAXE, that act or omission is a material breach of the Agreement by Customer, and section 13 applies.

05

Accounts, Authorised Users and End Users

5.1 Customer administers its account through GOLDJAXE OS, including seats, roles, permissions, Account Keys and Model Router rules. Customer keeps credentials and Account Keys confidential and assigns each seat to one named individual.

5.2 Customer is responsible for its Authorised Users and End Users and for all activity, Credits and charges under its account and its Account Keys, whether or not Customer authorised them, including use by former personnel and use of compromised credentials, except to the extent Customer proves that the activity resulted from a compromise of an Account Key caused by the fault of GOLDJAXE. Customer requires each Authorised User and End User to comply with the Agreement, including the Acceptable Use Policy and the Provider Terms of each Model they use, and is liable for their acts and omissions as for its own.

5.3 Authorised Users are at least 18 years old. A Customer Deployment that persons under 18 may access requires the consent of a parent or guardian where the law or the Provider Terms require it, the safeguards the Provider

Terms require, and a Model whose Provider Terms permit such use, as set out in the Acceptable Use Policy and the Registry.

5.4 Customer informs its Authorised Users and End Users that factual statements in Outputs must be checked independently before they are relied upon.

5.5 Each Customer Deployment that interacts with End Users discloses that they are interacting with an AI system, at least at the start of each session, and meets the other requirements of the Acceptable Use Policy.

5.6 Customer notifies GOLDJAXE promptly of any actual or suspected unauthorised use of its account or Account Keys. Charges incurred before GOLDJAXE has had a reasonable opportunity to act on the notice remain payable.

06

Acceptable use

6.1 Customer complies, and ensures that its Authorised Users and End Users comply, with the Acceptable Use Policy published on the Site, which forms part of the Agreement, and with the usage policy of each Model they use.

6.2 Customer does not, and does not allow or help any third party to: (a) use the Service or Outputs to develop or train models that compete with the Service or with any Model; (b) reverse engineer, decompile or attempt to extract the source code, model weights, system instructions or Brigades of the Service or of any Model; (c) scrape, bulk-download or extract data from the Service other than through its export features; (d) circumvent rate limits, usage limits, Credit metering, regional restrictions, safety measures or other technical limits; (e) buy, sell, share or transfer seats, credentials or Account Keys; (f) without GOLDJAXE's prior written consent, use the Service to build, support or benchmark for publication a product or service that competes with the Service, or publish or disclose to any third party the results of any

benchmark, performance or comparative test of the Service; or (g) resell, sublicense or provide the Service to third parties other than through Customer Deployments that the Agreement permits.

6.3 In legal, healthcare, financial and insurance matters, and in other areas that a Model Provider designates as high-risk, Customer uses the Service as a tool of qualified professionals: a qualified professional reviews each Output before it is issued to a person or used for a decision affecting a person, and where an Output is presented to a person directly, that person is told that AI was used to produce it. Model-specific restrictions in the Acceptable Use Policy and the Registry also apply.

6.4 Customer does not use the names, logos or trademarks of Model Providers in the names of its products, Customer Deployments, domains or marketing without the written permission of the relevant Model Provider.

07

Customer Content, data and Feedback

7.1 As between the parties, Customer owns its Inputs. To the extent the law and the Provider Terms of the relevant Model permit, Customer owns its Outputs, and GOLDJAXE assigns to Customer any rights it has in them, subject to sections 7.4 and 7.8. Outputs may be identical or similar to content generated for others; Customer's rights extend to its own Outputs only, and Customer makes no claim against GOLDJAXE or its other customers in respect of similar content.

7.2 Customer holds all rights, consents and notices required to submit Customer Content to the Service, to have it processed by the Models that Customer selects and to permit its use under this section, including for any personal data it contains.

7.3 Customer grants GOLDJAXE a worldwide, non-exclusive, royalty-free, sublicensable licence to host, store, copy, transmit, process, display, adapt and analyse Customer Content: to provide, maintain, secure and support the Service; to improve the Service through debugging, quality control, routing

and prevention of abuse; to create De-identified Data; to comply with the law; and to enforce the Agreement. The licence extends to the Model Providers and sub-processors that GOLDJAXE uses for these purposes under the DPA and lasts for as long as GOLDJAXE holds Customer Content.

7.4 GOLDJAXE may create De-identified Data from the Customer Content it processes in providing the Service and owns all rights in it. GOLDJAXE may use De-identified Data, during and after the term, to operate, secure and improve the Service and to develop, train, fine-tune, evaluate and improve the GOLDJAXE Model and other GOLDJAXE models, products and services. GOLDJAXE does not disclose De-identified Data in a form that identifies Customer or any individual. De-identified Data is not Confidential Information of Customer.

7.5 Unless a separate written agreement signed by GOLDJAXE restricts it, GOLDJAXE may use Customer Content, other than Third-Party Outputs, including personal data in it, during and after the term, to develop, train, fine-tune, evaluate and improve the GOLDJAXE Model and other GOLDJAXE models, products and services. For that use GOLDJAXE acts as an independent controller. Customer represents and warrants that it has given its Authorised Users, End Users and other data subjects legally adequate privacy notices, and has obtained from them all consents, that applicable data protection law requires for this use, including for any transfer outside the United Arab Emirates. A restriction applies to Customer Content submitted after it takes effect; models and data created before then are not affected.

7.6 GOLDJAXE does not use Third-Party Outputs, or logs and synthetic data that contain or are derived from them, to develop or train the GOLDJAXE Model or any other model, including under sections 7.4 and 7.5.

7.7 Inputs that the Model Router sends to a Third-Party Model are processed by its Model Provider under its Provider Terms and the DPA. GOLDJAXE accesses Third-Party Models under commercial terms or paid service tiers and, where a Model Provider offers an option for the channel GOLDJAXE uses, selects the option that excludes training on content. Where the

Provider Terms of a Model allow its Model Provider to use content for its own purposes, the Registry says so. Customer sets the Model Router rules and decides which data goes to which Model.

7.8 GOLDJAXE owns Usage Data and may use it for any lawful purpose, during and after the term, including to operate, bill, secure, analyse and improve the Service, to develop, train, fine-tune, evaluate and improve the GOLDJAXE Model and other GOLDJAXE models, and to develop new products and services. GOLDJAXE discloses Usage Data to third parties only in a form that does not identify Customer, except to its service providers and where the law requires. Personal data within Usage Data is processed under the Privacy Policy.

7.9 Customer assigns to GOLDJAXE all rights in Feedback and, to the extent an assignment is not effective, grants GOLDJAXE a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable licence to use it for any purpose. GOLDJAXE may use Feedback, including reviews and testimonials with Customer's name, without restriction, payment or attribution, and has no obligation to use it. Feedback is not Confidential Information of Customer.

7.10 Customer may export its Customer Content during the term. After the Agreement ends, GOLDJAXE keeps Customer Content in GOLDJAXE Cloud and GOLDJAXE Perimeter available for export for 30 days and then deletes it under the DPA, unless the law requires GOLDJAXE to retain it. Customer Content in Your Perimeter remains under Customer's control. Customer keeps its own copies of Customer Content, and GOLDJAXE has no obligation to store it beyond the periods in the DPA.

7.11 Customer is solely responsible for its Inputs and other Customer Content, for the requests that it, its Authorised Users and its End Users make through the Service, for the Outputs they obtain and any use of them, and for all activity under its account and Account Keys. Outputs are generated automatically in response to these requests. GOLDJAXE does not review, approve or endorse Customer Content or Outputs and has no obligation to monitor them; any review it carries out to operate, protect or secure the Service does not make it responsible for them. To the maximum extent

permitted by law, GOLDJAXE has no liability for Customer Content, Outputs or any consequence of their use, and section 13.1 applies to any claim in connection with them.

08

Data protection and security

8.1 Where GOLDJAXE processes personal data in Customer Content on Customer's behalf, it acts as Customer's processor under the DPA, which forms part of the Agreement. Customer acts as controller and is responsible for the lawfulness of the processing it instructs.

8.2 GOLDJAXE processes account, billing and contact data of Customer's representatives and Authorised Users, and personal data within Usage Data, as a controller under its Privacy Policy published on the Site.

8.3 GOLDJAXE maintains the technical and organisational security measures described in the DPA. Customer maintains the security of its credentials, Account Keys and devices and, in Your Perimeter, of its infrastructure.

8.4 Usage Data, De-identified Data and the use of Customer Content under section 7.5 fall outside the DPA.

09

GOLDJAXE Materials and intellectual property

9.1 GOLDJAXE and its licensors own the GOLDJAXE Materials and all intellectual property rights in them. Customer receives only the rights expressly granted in the Agreement.

9.2 Subject to the Agreement and payment of the fees, GOLDJAXE grants Customer a non-exclusive, non-transferable and non-sublicensable right during the term to use the Service, and to permit its Authorised Users to use it, for Customer's internal business purposes and for Customer Deployments that the Agreement permits.

9.3 The Brigades, instructions, prompts, skills, workflows and configurations of the Service are Confidential Information of GOLDJAXE. Customer does not, and does not allow any person to, copy, extract, export, disclose or reproduce them, use them outside the Service, or use them to build a competing product or service.

9.4 The Service includes open-source software. Each open-source component is licensed under its own licence, and the notices are included in the NOTICE file of the Service. Where an open-source licence grants rights that the Agreement restricts, the open-source licence prevails for that component.

9.5 Terminal GOLDJAXE, GOLDJAXE and the GOLDJAXE logos are trademarks of GOLDJAXE. Names of Models and Model Providers are trademarks of their owners and appear in the Service and the Registry to identify the Models.

9.6 GOLDJAXE owns all improvements, modifications and derivative works of the GOLDJAXE Materials, including those made with Feedback, Usage Data or De-identified Data, and the configurations, Brigades and workflows that GOLDJAXE creates for Customer, unless an Order Form states otherwise.

10

Fees, Credits, payment and taxes

10.1 The fees are stated in the Order Form, and items that the Order Form does not price are charged at the Price List. The pricing structure consists of seats, a Credit Pool shared by all Models, Brigade packs, implementation and support, with the option of a Customer Key; installation in Your Perimeter is priced separately. The Order Form states separately the fees for cloud services and Credits, for services performed by people and for the software licence, and each fee is the price of its own item.

10.2 Customer pays all fees in advance: the fees for seats, the Credit Pool, Brigade packs and support at the start of each Paid Period, Top-up Credits on purchase, and the implementation fee before the work starts or, where the Order Form sets milestones, before each milestone starts. GOLDJAXE provides the Service, the Credits and the work after it receives payment in full.

10.3 Where Customer pays by card or another automatic payment method, Customer authorises GOLDJAXE and its payment providers to charge that method, without further approval, at the start of each Paid Period, including each renewal, for Top-up Credits and Auto Top-ups, for use beyond the Credits available and for any other fees when due. Customer keeps a valid payment method on file. GOLDJAXE may repeat a failed charge until payment is received and may obtain updated card details through its payment providers.

10.4 Where the Order Form provides for payment by bank transfer, GOLDJAXE issues an invoice before each Paid Period, and Customer pays it in full by the due date stated in it, which falls no later than the start of that Paid Period unless the Order Form states otherwise. Customer bears all bank charges, so that GOLDJAXE receives the full invoiced amount.

10.5 Fees are stated and payable in US dollars unless the Order Form states another currency. Customer pays without set-off, counterclaim or deduction, other than a withholding under section 10.18. GOLDJAXE may set off any amount that Customer owes under the Agreement against any amount that GOLDJAXE owes Customer.

10.6 Credits are prepaid units of the Service. Credits are not money, have no cash value, bear no interest and are not transferable or exchangeable, and they are not refundable, except as sections 15.4 and 17.4 provide or where a refund is mandatory under applicable law. The Credit Pool and all Top-up Credits are valid only for the term of the Order Form under which they are issued, expire at the end of that term and do not carry over to any renewal or other Order Form. GOLDJAXE may withdraw promotional or free Credits at any time, and they expire on the date GOLDJAXE states.

10.7 GOLDJAXE's metering and records of use, Credits and charges are conclusive and binding, save for manifest error. GOLDJAXE may change Credit rates at any time by notice, including to reflect changes in the prices of Model Providers. A change applies to Credits consumed after it takes effect, and Customer's sole remedy is to stop using the affected Model, except as section 21.5 provides.

10.8 Unless the Order Form disables Auto Top-up, when the Credit balance of the account falls below the threshold in the Order Form, GOLDJAXE charges the payment method on file for the Top-up Credits stated in the Order Form. Customer may change the threshold and the amount, or disable Auto Top-up, in the administration settings. Where Credits run out and Auto Top-up is disabled or fails, use of the Models stops until Customer buys Credits; where GOLDJAXE allows use to continue, that use is charged at the overage rate in the Order Form or, if none is stated, at the Price List.

10.9 All Credits consumed and fees incurred under Customer's account, through any Account Key or by any Authorised User or End User are chargeable to Customer, whether or not Customer authorised them, as section 5.2 provides.

10.10 Customer may add seats at any time; added seats are charged immediately, pro rata to the end of the current Paid Period, and renew with it. Seats may be reduced only with effect from the next renewal term and never below the minimum stated in the Order Form, and a reduction gives no right to a refund or credit.

10.11 Each renewal term is charged at the Price List in effect on its first day, unless the Order Form fixes the renewal prices. The fees for a Paid Period already paid do not change during it, except for Credit rates under section 10.7 and Taxes.

10.12 All fees are non-cancellable and non-refundable, including for unused seats, Credits or hours, for suspension, for changes to the Service and on termination or expiry for any reason, except as sections 15.4 and 17.4 provide or where a refund is mandatory under applicable law. A refund that GOLDJAXE grants at its discretion creates no obligation to grant another.

10.13 Customer notifies GOLDJAXE in writing of any dispute about a charge or an invoice within 30 days after the date of the charge or the invoice, stating its reasons. After that period the charge or invoice is final and accepted. Customer pays any undisputed part when due.

10.14 An invoiced amount that remains unpaid after its due date bears simple interest at 1.5% per month, or the maximum permitted by law if lower, accruing daily from the due date until payment, without the need for any notice or demand. Where Customer is established in the Kingdom of Saudi Arabia, or where the law that applies to Customer or to enforcement against it does not permit such a charge, no interest accrues; instead, GOLDJAXE may charge a one-time fixed administrative fee for each overdue invoice in the amount stated in the Order Form, which compensates GOLDJAXE for its internal costs of handling the overdue invoice. In addition, Customer reimburses the reasonable external costs that GOLDJAXE incurs to collect any overdue amount, including fees of lawyers and collection agents, court and arbitration fees and enforcement costs.

10.15 If any amount is unpaid when due, or a charge fails or is reversed, GOLDJAXE may, without notice, suspend the Service, access to Models, support, updates and licence keys until it receives payment in full, and all unpaid fees under all Order Forms become due immediately. Payment obligations continue during suspension and survive termination.

10.16 Customer does not start a chargeback, payment reversal or other payment dispute with its card issuer, bank or payment provider for a charge under the Agreement, other than after following section 10.13. A chargeback or reversal in breach of this section 10.16 is a material breach of the Agreement: GOLDJAXE may suspend the Service immediately, and Customer pays the reversed amount, all fees and costs charged to GOLDJAXE by its payment providers and the chargeback fee stated in the Order Form. A payment made by a third party on Customer's behalf counts as Customer's payment, and Customer does not seek its cancellation, reversal or refund on the ground of any arrangement or dispute between Customer and that payer.

10.17 Fees exclude Taxes. GOLDJAXE L.L.C-FZ is not registered for VAT in the UAE, and no VAT is charged on the fees. If GOLDJAXE becomes registered for VAT, VAT at the applicable rate is added to the fees for supplies made on or after the effective date of registration and is shown on a tax invoice. Customer pays all other Taxes on the fees and the Service.

10.18 If the law requires Customer to withhold or deduct any Tax from a payment, Customer increases the payment so that GOLDJAXE receives the full amount it would have received without the withholding or deduction, pays the Tax to the competent authority on time and gives GOLDJAXE the official receipt within 30 days. This applies whatever the classification of a payment, including where a payment for the Software License (Your Perimeter) is treated as a royalty and a payment for services as a fee for technical, consulting or other services.

10.19 Customer gives GOLDJAXE in the Order Form its legal name, address, place of establishment, tax and VAT registration numbers and the countries from which its Authorised Users use the Service, represents that this information is true and complete, and notifies GOLDJAXE of any change within 10 days. GOLDJAXE determines the tax treatment of the fees on this information. If a zero rate, an exemption or a reverse charge that GOLDJAXE applies on this information is denied or ceases to apply, including because Authorised Users or other persons receive the Service in the United Arab Emirates, Customer pays the Tax and reimburses GOLDJAXE for any interest, penalties and costs.

10.20 Where Customer must account for VAT under a reverse charge, including in the Kingdom of Saudi Arabia, Customer states its VAT registration number in the Order Form and accounts for the VAT. If Customer is not registered or does not provide the number, Customer reimburses GOLDJAXE for all Taxes, penalties and costs it incurs as a result, including the costs of any tax registration.

11

Suspension

11.1 GOLDJAXE may suspend an Authorised User, an Account Key, a Customer Deployment, access to a Model or the Service, in whole or in part, with or without prior notice, where: (a) GOLDJAXE reasonably believes that the Agreement, the Acceptable Use Policy or Provider Terms are breached; (b) a Model Provider requests it or its Provider Terms require it; (c) suspension is necessary to protect the Service, GOLDJAXE, Model Providers, other customers or third parties, or to address a security threat or suspected fraud; (d) the law, a court or a competent authority requires it, or GOLDJAXE reasonably believes that section 15 is breached; (e) an amount is unpaid, or a charge fails or is reversed, under section 10; or (f) a Customer Deployment competes with the Service.

11.2 GOLDJAXE lifts a suspension when it is satisfied that the cause has been resolved and all amounts due have been paid. Where a Model Provider sets GOLDJAXE a deadline to act, Customer corrects the matter within the period GOLDJAXE states, which may be 24 hours or less.

11.3 Suspension does not relieve Customer of its payment obligations, does not extend the term or the validity of Credits and gives no right to a refund or credit, except as section 15.4 provides or where a refund is mandatory under applicable law. GOLDJAXE has no liability for a suspension under this section.

12

Warranties and disclaimers

12.1 Each party warrants that it has the authority to enter into the Agreement.

12.2 The Service, the GOLDJAXE Materials, the Models, the Outputs, the software and all support and other services are provided "as is" and "as available", with all faults, and with only the commitments expressly stated in the Agreement.

12.3 GOLDJAXE uses commercially reasonable efforts to provide the Service as described in the Order Form. This commitment replaces the term implied by law that services are carried out with reasonable care and skill and any other term implied about the Service. If the Service does not meet this commitment, GOLDJAXE's sole obligation, and Customer's sole remedy, is that GOLDJAXE uses commercially reasonable efforts to correct the failure.

12.4 Outputs are generated by AI models, may be inaccurate, incomplete or unsuitable, and are provided "as is". Outputs are not legal, medical, financial, tax or other professional advice. Customer evaluates Outputs, including through human review where appropriate, before using or sharing them, and is responsible for the decisions it makes with them.

12.5 Third-Party Models and Open Models are provided "as is" and "as available", with only the commitments that their Model Providers or licences give. GOLDJAXE is not responsible for their availability, performance, accuracy or continuity, or for the way Model Providers handle data.

12.6 GOLDJAXE does not warrant that the Service will be uninterrupted, timely, secure or error-free, that it will meet Customer's requirements or achieve any result, that defects will be corrected, or that Outputs are original, accurate, lawful or protected by intellectual property rights.

12.7 GOLDJAXE excludes all other warranties, conditions and terms, express or implied by statute, custom or otherwise, including as to merchantability, satisfactory quality, fitness for a particular purpose, title, non-infringement and accuracy, to the fullest extent permitted by applicable law.

13

Indemnity

13.1 Customer defends, indemnifies and holds harmless GOLDJAXE, its affiliates and their officers, employees, contractors, successors and assigns (the **"GOLDJAXE Parties"**) against all claims, demands, proceedings, losses, damages, fines, penalties, Taxes, costs and expenses, including legal fees, arising out of or relating to: (a) Customer Content, including any claim that

Customer Content, or its submission to or processing by a Model, infringes or violates the rights of a third party; (b) the access to, use of or alleged use of the Service, any Model or any Output by Customer, its Authorised Users or its End Users, including decisions made with Outputs; (c) a breach of the Agreement, the Acceptable Use Policy or Provider Terms by any of them; (d) a breach of applicable law by any of them; (e) a breach of section 15; (f) Taxes for which Customer is responsible and inaccurate tax information under section 10.19; (g) personal data that Customer submits or instructs GOLDJAXE to process, including any lack of a lawful basis, notice, consent, transfer ground, licence or approval, Customer's instructions and Model Router rules; (h) Customer Deployments and any claim of an End User or of a client of Customer; (i) any dispute between Customer and a third party, including its personnel, clients and payers; (j) any claim, suspension or termination by a Model Provider arising from use under Customer's account or Account Keys; (k) chargebacks, payment disputes and any inquiry or proceeding of a bank, a payment provider or a competent authority, including on anti-money laundering grounds, relating to Customer's payments; (l) Customer Keys and Customer's agreements with Model Providers; and (m) the Customer Environment in Your Perimeter.

13.2 GOLDJAXE may, at its option, conduct the defence and settlement of any claim covered by section 13.1 with counsel of its choice, at Customer's cost, which Customer pays as incurred, and Customer cooperates fully. Where GOLDJAXE asks Customer to conduct the defence, Customer does so at its own cost, with counsel acceptable to GOLDJAXE, and does not settle a claim without GOLDJAXE's written consent. A delay by GOLDJAXE in notifying a claim does not relieve Customer of its obligations.

13.3 GOLDJAXE has no obligation to defend or indemnify Customer, including against claims of infringement of intellectual property rights, unless special terms of an Order Form signed by GOLDJAXE expressly provide for it.

13.4 Customer's obligations under this section are not limited by section 14 and survive the end of the Agreement.

14

Limitation of liability

14.1 The total aggregate liability of the GOLDJAXE Parties for all claims arising out of or relating to the Agreement, the Service and every Order Form, whether in contract, tort, including negligence, breach of statutory duty, restitution or otherwise, does not exceed the fees paid by Customer to GOLDJAXE that are attributable to the 6 months immediately preceding the first event giving rise to liability; fees paid for a longer period are attributed pro rata to time. Where Customer has paid no fees, this limit is USD 100.

14.2 The GOLDJAXE Parties are not liable for any loss of profit, revenue, business, contracts, goodwill or anticipated savings, whether direct or indirect.

14.3 The GOLDJAXE Parties are not liable for any loss, corruption or unavailability of data, including Customer Content, or for the cost of restoring it.

14.4 The GOLDJAXE Parties are not liable for business interruption, for the cost of substitute goods or services, or for any indirect, consequential, special, incidental, exemplary or punitive loss, even if it was foreseeable or GOLDJAXE was advised of its possibility.

14.5 The GOLDJAXE Parties are not liable for any loss arising from Third-Party Models, Open Models, the acts or omissions of Model Providers, Customer Keys, the Customer Environment, third-party connectors and services, telecommunications networks, Customer's instructions and Model Router rules, or Outputs and the decisions made with them.

14.6 The limits and exclusions in this section protect only the GOLDJAXE Parties. The liability of Customer is unlimited, including for fees, for its obligations under section 13 and for a breach of section 6, section 9.3, section 15, section 16 or the Perimeter Terms.

14.7 Nothing in the Agreement limits or excludes liability for fraud.

14.8 Nothing in the Agreement limits or excludes liability for death or personal injury caused by negligence.

14.9 Nothing in the Agreement limits or excludes any liability that cannot be limited or excluded under applicable law; such a liability is limited to the fullest extent that applicable law permits.

14.10 Each limitation and exclusion in this section and in section 12 is a separate and independent provision. If any of them is held unenforceable or unreasonable, the others continue to apply, and that provision applies to the fullest extent permitted.

14.11 Customer brings any claim against a GOLDJAXE Party within 1 year after the event giving rise to the claim. After that period the claim is barred.

14.12 The fees reflect this allocation of risk, which forms an essential basis of the Agreement. Customer has read this section, has had the opportunity to take advice and to request a higher limit for a higher fee in an Order Form, and is responsible for insuring against its own losses.

15

Sanctions and export controls

15.1 Customer represents and undertakes that neither Customer, nor any person that owns or controls it, nor any Authorised User: (a) is designated on, or owned or controlled by a person designated on, a sanctions list of the United Nations Security Council, the United Arab Emirates or any other authority whose sanctions or export controls apply to GOLDJAXE or to a Model Provider, including the United States, the European Union and the United Kingdom; or (b) is located, organised or ordinarily resident in a country or territory subject to comprehensive sanctions under those rules.

15.2 Customer does not use the Service, any Model or any Output in breach of those sanctions or export controls, or for the benefit of any person described in section 15.1.

15.3 Customer notifies GOLDJAXE promptly if a representation in this section ceases to be true. GOLDJAXE may suspend the Service or terminate the Agreement with immediate effect if it reasonably believes that this section is breached.

15.4 Customer provides on request the information that GOLDJAXE, its banks and its payment providers reasonably require to screen Customer, its owners and its payments. GOLDJAXE has no liability for refusing, delaying or reversing a transaction, or for suspending or terminating the Agreement, where it reasonably believes that this section, sanctions or anti-money laundering rules require it, and no refund is due, except a refund of fees paid for Service not provided, unless the law or a competent authority prohibits the payment.

16

Confidentiality

16.1 Each party keeps the other party's Confidential Information confidential, uses it only to perform the Agreement and exercise its rights, and discloses it only to its affiliates, personnel, contractors, sub-processors, Model Providers, payment providers, banks, auditors, insurers and advisers who need to know it and are bound by confidentiality obligations. Confidential Information means non-public information disclosed by a party that is marked as confidential or that a reasonable person would understand to be confidential, including Customer Content and the GOLDJAXE Materials.

16.2 These obligations exclude Usage Data, De-identified Data and Feedback, and information that is or becomes public without breach, was known to the recipient without restriction, is independently developed, or is lawfully received from a third party without restriction. A party may disclose information that the law or a competent authority requires it to disclose. Use of Customer Content under section 7 is not a breach of this section.

16.3 These obligations continue for 3 years after the Agreement ends. For the GOLDJAXE Materials and the trade secrets of GOLDJAXE, including the

GOLDJAXE methodology, they continue for as long as the information remains confidential.

17

Term and termination

17.1 The Agreement starts when Customer accepts it and continues while any Order Form is in effect. Each Order Form runs for the term stated in it and renews automatically for successive periods of the same length, unless either party gives notice of non-renewal at least 30 days before the end of the current term. Renewal terms are charged under sections 10.3 and 10.11.

17.2 Customer may terminate an Order Form by notice if GOLDJAXE materially breaches it and does not cure the breach within 30 days after receiving Customer's written notice describing the breach in detail.

17.3 GOLDJAXE may terminate the Agreement or any Order Form by notice: (a) with immediate effect, for a breach of section 6, section 9.3, section 10.16, section 15 or the Perimeter Terms, for non-payment, or where a Model Provider, the law or a competent authority requires it; (b) if Customer breaches any other provision and does not cure the breach within 10 days after notice; or (c) with immediate effect, if Customer becomes insolvent, enters into liquidation, makes an arrangement with its creditors or ceases its business.

17.4 GOLDJAXE may, at any time, without cause and without giving reasons, decline to accept any order or Order Form, or terminate the Agreement or any Order Form by notice with immediate effect or from a later date stated in the notice. Within 30 days after the decline or the termination takes effect, GOLDJAXE refunds the fees paid for a declined order and, pro rata, the fees paid for any period after the termination date and for the unused Credits of the Credit Pool. The refund is Customer's sole remedy for a decline or termination under this section 17.4.

17.5 Customer may end an Order Form only by notice of non-renewal under section 17.1 or by termination under section 17.2. If Customer stops using the

Service or ends an Order Form in any other way, the fees for the rest of its term remain payable.

17.6 On termination or expiry: (a) Customer's right to use the Service ends; (b) Customer pays all fees accrued up to the end date; (c) if GOLDJAXE terminates under section 17.3, or Customer ends an Order Form other than under section 17.2, the fees for the rest of the term of each affected Order Form become due immediately; (d) unused Credits expire, except as section 17.4 provides; and (e) section 7.10 applies to Customer Content. No refund is due, except as sections 15.4 and 17.4 provide or where a refund is mandatory under applicable law.

17.7 Sections 7, 9, 10, 12, 13, 14, 16, 17.5, 17.6, 18 and 19, and any other provision that by its nature survives, survive termination or expiry.

18

Governing law and disputes

18.1 The Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Dubai International Financial Centre (the "DIFC").

18.2 Before starting proceedings of a claim against GOLDJAXE, Customer gives GOLDJAXE written notice of the claim with its details, and the parties' representatives try in good faith to settle it within 30 days after the notice. Section 18.2 does not apply to claims of GOLDJAXE for payment or for the protection of the GOLDJAXE Materials.

18.3 Except as section 18.5 provides and as stated below in this section 18.3, any dispute, difference, controversy or claim arising out of or in connection with the Agreement, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre (the "DIFC Courts"). The parties elect in writing that any claim the amount or value of which does not exceed AED 1,000,000 shall be heard by the Small Claims Tribunal of the DIFC

Courts. If Customer is established outside the United Arab Emirates and the fees under the Order Form to which the dispute relates are AED 50,000 or more for its initial term (or the equivalent in another currency), the dispute shall instead be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre, which Rules are deemed to be incorporated by reference into this section 18.3; the number of arbitrators shall be one, the seat of arbitration shall be the DIFC and the language of the arbitration shall be English. Each party confirms that the person accepting the Agreement on its behalf is authorised to agree to arbitration. The parties may also agree in writing, after a dispute arises, to refer it to such arbitration.

18.4 Each party brings claims against the other only in its individual capacity. Customer waives any right to bring or take part in a class, collective, representative or group proceeding against a GOLDJAXE Party. Claims of different customers are not consolidated or heard together without GOLDJAXE's written consent.

18.5 GOLDJAXE may bring proceedings before any court of competent jurisdiction to recover undisputed amounts due under the Agreement, including charges and invoices accepted under section 10.13, and may apply to any court of competent jurisdiction for interim or conservatory relief, including to protect the GOLDJAXE Materials. Customer may apply for interim or conservatory relief only to the courts of the DIFC.

18.6 The parties keep any arbitration and its outcome confidential, except as required to enforce or challenge an award or as the law requires.

18.7 To the extent Customer or its assets may claim immunity from suit, jurisdiction, attachment or execution, Customer irrevocably waives that immunity in respect of the Agreement.

19

General

19.1 Customer may not assign, transfer, delegate or novate the Agreement, or any right or obligation under it, without GOLDJAXE's prior written consent. GOLDJAXE may assign, transfer, delegate or novate the Agreement, in whole or in part, including any receivable, to any person without Customer's consent or notice. Customer consents in advance to any such transfer and, where GOLDJAXE notifies a novation, the transferee assumes the obligations transferred and GOLDJAXE is released from them.

19.2 GOLDJAXE may use subcontractors, sub-processors and Model Providers to provide the Service. Sub-processors of personal data are governed by the DPA.

19.3 Neither party is liable for delay or failure caused by events beyond its reasonable control, including war, hostilities, natural disasters, epidemics, acts of authorities, sanctions, changes in law, blocking of services or payment systems, failure or withdrawal of Third-Party Models, cloud platforms, power supply or telecommunications networks, and cyberattacks. If such an event continues for more than 30 days, GOLDJAXE may terminate the affected Order Form by notice. Section 19.3 does not apply to payment obligations.

19.4 Notices to GOLDJAXE are sent to [legal notices email] and take effect when received. Notices to Customer are sent to the email address stated in the Order Form or used by its account administrator, or published in the Service, and take effect when sent or published, unless a delivery failure message is received. GOLDJAXE's electronic records of notices, acceptances and consents are evidence of their content and time.

19.5 GOLDJAXE may use Customer's name, logo and trademarks, and Feedback, to identify Customer as a customer of Terminal GOLDJAXE on its websites, in presentations and in other marketing materials, and Customer grants GOLDJAXE a royalty-free licence for that use.

19.6 The Agreement is the entire agreement of the parties on its subject matter and supersedes all prior proposals, presentations and understandings. Customer has not relied on any statement, representation or promise that the Agreement does not set out. Terms in Customer's purchase orders, procurement portals, supplier codes and similar documents do not apply, even if GOLDJAXE accepts or signs them.

19.7 If any provision is held invalid or unenforceable, the rest of the Agreement remains in effect, and the provision applies to the maximum extent permitted. A failure or delay in exercising a right is not a waiver of it.

19.8 The parties are independent contractors. Only the parties have rights under the Agreement, except that the GOLDJAXE Parties may rely on sections 12, 13 and 14.

19.9 The Agreement and Order Forms may be concluded, signed and stored electronically and in counterparts. GOLDJAXE's records of acceptance, including the version accepted, the date and the account, are evidence of the acceptance.

19.10 The Agreement is made in English. For Customers established in the United Arab Emirates, GOLDJAXE also provides the Agreement in Arabic, and both versions are originals. If they differ, the English version prevails. A translation into any other language is for convenience only.

20

Changes to these Terms

20.1 GOLDJAXE may change these Terms, the Acceptable Use Policy, the Registry, the DPA, the Perimeter Terms and the Price List by publishing a new version on the Site and notifying Customer by email or in the Service. A change takes effect on the date stated in the notice, except as section 20.4 provides.

20.2 A change to prices applies from the next renewal term, except for Credit rates under section 10.7 and Taxes. A change to these Terms does not reduce the seats or Credits already paid for a Paid Period.

20.3 If Customer does not accept a change, its only remedy is to give notice of non-renewal under section 17.1. Use of the Service after a change takes effect constitutes acceptance. A change gives no right to terminate during a term or to a refund.

20.4 Changes to the Registry follow section 4.4. Changes to the Acceptable Use Policy apply from publication on the Site, unless a later date is stated.

21

Customers in the United Arab Emirates

21.1 This section applies where Customer is established in the United Arab Emirates, including in a free zone, and prevails over the other provisions of the Agreement to the extent they conflict with it.

21.2 GOLDJAXE issues its invoices to Customer in Arabic and English and states the fees in them in UAE dirhams.

21.3 GOLDJAXE changes the Service under section 3.5 to develop or update it or for a reason beyond its control, including a change by a Model Provider, and notifies Customer of a material change before it takes effect or, where a Model Provider, the law or a security threat does not allow prior notice, as soon as practicable after it.

21.4 A change under section 20 that is materially adverse to Customer takes effect from the next renewal term, unless the law or a Model Provider requires it earlier.

21.5 If GOLDJAXE increases a Credit rate under section 10.7, Customer may, within 30 days after the notice, terminate the affected Order Form by notice, and GOLDJAXE refunds the fees paid for the unused Credits of its Credit Pool.

21.6 If GOLDJAXE does not correct a failure under section 12.3 within a reasonable time, it re-performs the affected part of the Service or refunds the fees paid for it.

21.7 Section 19.5 applies with Customer's consent given in the Order Form, which Customer may withdraw by notice.

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Company details

GOLDJAXE L.L.C-FZ · Meydan Free Zone, Dubai, United Arab Emirates
Trade License No. 2654905.01 · registered address Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E.
Corporate Tax TRN 105603731800001 · VAT: not registered
Legal notices [legal notices email] · website [website address]
Terms of Service for Business · Version 2.2 · 16 October 2026

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