GOLDJAXE L.L.C-FZ

Provider of Terminal GOLDJAXE
Meydan Grandstand, 6th floor, Meydan Road,
Nad Al Sheba, Dubai, U.A.E.
Trade License No. 2654905.01 · Meydan Free Zone
Corporate Tax TRN 105603731800001
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GOLDJAXE

PRIVACY POLICY

No. PRV-FZ-TG-2026-1008

PRIVACY POLICY · VERSION 2.2 · 16 OCTOBER 2026

Clear roles under UAE law: GOLDJAXE controls account and site data, the Customer controls its content

GOLDJAXE L.L.C-FZ processes Customer Content as the Customer's processor, on its instructions, and also uses it as a controller, other than third-party outputs, to develop, train and improve GOLDJAXE models, unless a separate written agreement restricts this. GOLDJAXE owns Usage Data and De-identified Data, which it uses to improve the Service and develop GOLDJAXE models. The Site and the Service use **strictly necessary cookies** only

APPLIES TO

Site visitors, business contacts and users
of the Site and of Terminal GOLDJAXE

LAW	ACCOUNT DATA	CUSTOMER CONTENT	COOKIES
UAE PDPL	GOLDJAXE controls	Customer controls	strictly necessary

Contents

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This Privacy Policy explains how **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"), collects and uses personal data when you visit [website address] (the **"Site"**), communicate with us, or use Terminal GOLDJAXE (the **"Service"**) as a representative or user of a business customer of GOLDJAXE (a **"Customer"**). Capitalised terms that this Policy does not define have the meanings given in section 2 of the Terms of Service for Business.

01

Who we are and the law that applies

1.1 GOLDJAXE L.L.C-FZ is 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.

1.2 We process personal data under the UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (the **"PDPL"**) and its executive regulations, and under the other laws that apply to our processing.

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Roles of GOLDJAXE and the Customer

2.1 GOLDJAXE is the controller of account data, contact and communication data, billing data, personal data within Usage Data, and Site data, as described in section 3 and in section 8.2 of the Terms of Service for Business.

2.2 Customer Content — Inputs, Outputs, files and other data that a Customer, its Authorised Users or its End Users submit to or generate through the Service, as section 2 of the Terms of Service for Business defines it — is processed by GOLDJAXE as the processor of the Customer,

on the Customer's instructions and under the Data Processing Agreement, as section 8.1 of the Terms of Service for Business provides, except for its use to develop, train and improve GOLDJAXE models under section 7.3 of this Policy and section 7.5 of the Terms of Service for Business, for which GOLDJAXE is the controller. For all other processing, the Customer is the controller of the personal data in Customer Content.

2.3 The Customer is responsible for the legal basis for processing Customer Content, for the notices it gives its Authorised Users and End Users and the consents it obtains from them, and for its choice of Models, operating modes and Model Router rules. The Customer's own privacy notice applies to Customer Content, and requests about it are handled by the Customer.

03

Personal data we collect

CATEGORY	EXAMPLES	SOURCE
Account data	name, business email, role, organisation, seat and permissions	you or the administrator of your organisation
Contact and communication data	name, business contact details, messages, support requests	you
Billing data	billing contact, company details, invoices, payment status	your organisation; payment processors, which hold the card details
Usage and log data	sign-in events, IP address, device and browser data, audit log entries, numbers and types of requests, tokens and Credits, Models and features used, errors	the Service
Site data	IP address, browser type, pages visited, referring page, technical logs	your browser

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How we use personal data and on what basis

4.1 We use personal data for the following purposes:

PURPOSE	BASIS UNDER THE PDPL
provide and administer the Service, accounts and support	your consent; performance of a contract to which you are a party
invoice and collect fees, keep tax and accounting records	your consent; obligations under the laws of the United Arab Emirates
secure the Service, prevent fraud and abuse, enforce the Acceptable Use Policy and the terms of Model Providers	your consent; establishing or defending legal claims; obligations under the laws of the United Arab Emirates
communicate about the Service, including changes to terms and security notices	your consent; performance of a contract to which you are a party
improve and develop the Service and GOLDJAXE models with Usage Data	your consent; a purpose close to the purpose of collection; after de-identification the data is no longer personal data
develop, train and improve GOLDJAXE models	consent of the Authorised User at first sign-in; for other data subjects — the Customer's notices and consents (Terms 7.5)
send business information about GOLDJAXE products to business contacts	your consent, which you can withdraw at any time
comply with the law, sanctions rules and requests of competent authorities	obligations under the laws of the United Arab Emirates
establish, exercise or defend legal claims	establishing or defending legal claims

4.2 When an Authorised User signs in to the Service for the first time, the Service asks for consent to the processing described in this Policy, including the international transfers in section 10, and records it. Representatives of

Customers and business contacts give consent when they contact us or provide their details to us. When you use the Site after being informed by this Policy, you consent to the processing of Site data described in it.

4.3 You may withdraw your consent at any time in your account settings or by writing to [privacy email]. Withdrawal does not affect processing carried out before it. The Service cannot be provided without account data, so withdrawal by an Authorised User ends that Authorised User's access. After any withdrawal, including by a representative of a Customer, a business contact or a visitor of the Site, we continue to process personal data where another case under Article 4 of the PDPL applies, such as obligations under UAE law or legal claims.

05

Customer Content and AI models

5.1 The Service sends Inputs and files to the Models that the Customer's Model Router rules select. Model Providers process them under their terms, listed in the Third-Party Models Registry & Terms. The Customer chooses the Models for its data and bears the risk of what it sends to them.

5.2 Some Model Providers may use content to improve their services and models under their standard terms. Under its terms, Moonshot AI may use content sent to Kimi to provide, develop and improve its services, including for training its models, unless a separate written agreement restricts this. The Third-Party Models Registry & Terms shows the data use of each Model.

5.3 Model Providers and cloud platforms may keep Inputs and Outputs for a limited period to detect abuse and may review them, as their terms state.

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Usage Data

6.1 Usage Data, as section 2 of the Terms of Service for Business defines it, is 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.

6.2 GOLDJAXE owns Usage Data under section 7.8 of the Terms of Service for Business and uses it for any lawful purpose, during and after the Customer relationship, including to operate, bill, secure, analyse and improve the Service, to develop new products and to develop GOLDJAXE models. We disclose Usage Data to third parties only in a form that does not identify the Customer, except to our service providers and where the law requires.

6.3 Personal data within Usage Data, such as sign-in events, IP addresses and device data, is processed under this Policy for the purposes in section 4; for any other purpose, we first de-identify it.

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De-identified Data and GOLDJAXE models

7.1 Under sections 7.3 and 7.4 of the Terms of Service for Business and section 3.5 of the Data Processing Agreement, the Customer authorises and instructs GOLDJAXE to create De-identified Data from Customer Content. De-identified Data, as section 2 of the Terms of Service for Business defines it, is data derived from Customer Content that GOLDJAXE has processed so that it can no longer be linked or attributed to the 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. De-identified Data is no longer personal data, and GOLDJAXE owns it.

7.2 GOLDJAXE uses De-identified Data, during and after the Customer relationship, 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, and keeps it for as long as it needs. GOLDJAXE does not disclose De-identified Data in a form that identifies the Customer or any individual.

7.3 GOLDJAXE uses Customer Content, other than Third-Party Outputs, including personal data in it, to develop, train and improve GOLDJAXE models, unless a separate written agreement with the Customer restricts this. For that use GOLDJAXE is the controller. Authorised Users consent to this use at first sign-in; for other people whose data a Customer submits, the Customer gives the notices and obtains the consents that the law requires.

7.4 Third-Party Outputs, and logs and synthetic data that contain or are derived from them, are not used to develop or train the GOLDJAXE Model or any other model, as section 7.6 of the Terms of Service for Business provides.

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Cookies and analytics

8.1 The Site and the Service use strictly necessary cookies and similar technologies only: to keep you signed in, protect the Service, remember your language and settings, and balance load.

8.2 Where we measure traffic on the Site, we use self-hosted analytics that set no cookies and report aggregated statistics only.

8.3 You can block or delete cookies in your browser settings; some functions of the Service then stop working.

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Sharing personal data

9.1 We share personal data as needed for the purposes in section 4 with:

- our affiliates, which use it for those purposes;
- service providers that host, operate and support the Site and the Service, including hosting, email and communication providers and payment processors, under contracts that require them to protect it;

- Model Providers and cloud platforms, to provide the Service as the Customer's Model Router rules direct and to meet their requirements for detecting misuse;
- your organisation, whose administrators see the account and usage data of its Authorised Users in GOLDJAXE OS;
- professional advisers, auditors and insurers;
- competent authorities, courts and law enforcement bodies, where the law requires it or to establish, exercise or defend legal claims;
- a buyer or successor in a merger, acquisition or reorganisation, which continues to apply this Policy.

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International transfers

10.1 We and our service providers process personal data in the United Arab Emirates and in other countries. We transfer personal data outside the United Arab Emirates in the cases that Articles 22 and 23 of the PDPL permit: to countries with adequate protection, in the cases approved by the UAE Data Office; under a contract that obliges the recipient to apply the provisions of the PDPL, where the PDPL provides for one; with your express consent, given at first sign-in; where the transfer is necessary to perform a contract between GOLDJAXE and you, or between GOLDJAXE and the Customer in your interest; and where it is necessary to establish, exercise or defend rights before judicial authorities.

10.2 Customer Content is transferred on the instructions of the Customer, given through its choice of operating mode, Models, access channels and Model Router rules, and the Customer determines the legal ground for each such transfer.

10.3 Where Authorised Users or End Users are located in the Kingdom of Saudi Arabia or the Arab Republic of Egypt, the Customer provides their personal data to GOLDJAXE and instructs GOLDJAXE to process it in the United Arab Emirates and, through the Models the Customer selects, in the

countries where those Model Providers process data. The Customer is responsible for meeting the conditions that the Personal Data Protection Law of the Kingdom of Saudi Arabia and its implementing regulations, and the Egyptian Law No. 151 of 2020 on the Protection of Personal Data, set for transferring personal data outside those countries, including any notices, consents, assessments, contractual safeguards, licences or permits. GOLDJAXE processes that personal data on the Customer's instructions. For transfers from the Kingdom of Saudi Arabia, the standard contractual clauses issued by the Saudi Data and Artificial Intelligence Authority apply as section 7.4 of the Data Processing Agreement provides. A Customer whose personal data must stay in its country processes it in Your Perimeter with Open Models on hardware that it owns or controls, as section 7.5 of the Data Processing Agreement provides.

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Retention

11.1 We keep personal data only as long as the purpose requires: account data for the term of the Customer relationship and a period afterwards to deal with follow-up matters and claims; billing and tax records for the period that UAE tax law requires; security and audit logs for the period needed to protect the Service and to meet legal and Model Provider requirements; marketing data until you opt out. We then delete or anonymise it, and we may keep anonymised data without time limit.

11.2 Customer Content is kept and deleted under the Data Processing Agreement and the settings of the Customer.

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Security

12.1 We protect personal data with technical and organisational measures appropriate to the risk, including access control, encryption where appropriate and activity logging.

12.2 If a breach of personal data for which we are the controller would prejudice its privacy, confidentiality or security, we report it to the UAE Data Office and inform the persons concerned, as the PDPL and its executive regulations require. For Customer Content, we inform the Customer, which as controller makes any report.

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Your rights

13.1 Under the PDPL, you may request information about the processing of your personal data; receive the personal data you provided in a structured, machine-readable form and request its transfer to another controller; request correction or erasure of your personal data; request restriction of processing; object to and stop processing in the cases the PDPL sets, including direct marketing; object to decisions based on automated processing that have legal consequences for you or seriously affect you, and ask for human review of them; and withdraw your consent.

13.2 These rights apply as and to the extent the PDPL provides. We may refuse a request in the cases it allows, for example where a request is excessively repetitive, conflicts with investigations of competent authorities, affects information security or the privacy of others, or where erasure would affect claims or legal proceedings or conflict with other laws that apply to us.

13.3 To exercise your rights, contact [privacy email]. We may verify your identity before acting, and we respond within the period the law sets. Where we process your data as a processor for a Customer, we pass your request to that Customer.

13.4 You may lodge a complaint with the UAE Data Office.

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Children

14.1 The Site and the Service are for business users aged 18 or older. If you believe that we hold personal data of a person under 18, contact [privacy email], and we will delete it.

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Changes to this Policy

15.1 We update this Policy by publishing a new version on the Site with a new date. The new version applies from its publication.

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Contact

GOLDJAXE L.L.C-FZ · Meydan Free Zone, Dubai, United Arab Emirates
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Privacy requests [privacy email]

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