GOLDJAXE L.L.C-FZ

Provider of GOLDJAXE Design
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
contact@goldjaxe.com
goldjaxe.com · goldjaxe.org · goldjaxe.ai

GOLDJAXE

ANNEX D

No. OF-FZ-TG-[number]-D

ANNEX D TO THE ORDER FORM · GOLDJAXE DESIGN · ANNEX VERSION 1.0 · 28 OCTOBER 2026

GOLDJAXE holds the rights, Customer receives a licence on payment in full

The terms of GOLDJAXE Design for businesses worldwide — web pages, a digital brand system and document templates, customer materials, revision rounds, acceptance, rights in the results, portfolio and warranty.

CUSTOMER

Businesses worldwide

the entity named in the Order Form
and its Authorised Users

RIGHTS	LICENCE	REVISIONS	WARRANTY
with GOLDJAXE	on full payment	2 rounds by default	30 days

This Annex D sets the terms of **GOLDJAXE Design**. It forms part of each Order Form for GOLDJAXE Design and of the agreement between **GOLDJAXE L.L.C-FZ** ("GOLDJAXE") and the customer ("Customer") under the Terms of Service for Business published on the Site (the "Terms"). Terms defined in the Terms have the same meaning here.

D1

What GOLDJAXE Design is

D1.1 In GOLDJAXE Design, GOLDJAXE develops for Customer, as the Order Form states: (a) **web pages** — their design and code; (b) a **digital brand system** — design tokens, components and templates in code and in the formats of GOLDJAXE's document system, built from Customer's brand materials; and (c) **document templates** — templates from which Customer's documents are produced from data in the languages stated in the Order Form.

D1.2 The Order Form, or Annex A to it, states the deliverables (the "Deliverables"), whether each is handed over as files or used through the Service, their formats and languages, the number of revision rounds, the schedule and the fees (together, the "Scope").

D1.3 GOLDJAXE Design does not include the creation of logos, trade marks or names, brand strategy, advertising, photography, video, printing or print production. Hosting, texts and their translations are provided by Customer, unless the Order Form includes them. Customer registers domain names in its own name; GOLDJAXE may advise on them and set them up.

D2

Customer Materials

D2.1 Customer provides, on time and in usable form, its logos, trade marks, brand materials, texts, images, data, font licences and the access that the Scope requires ("Customer Materials"). A delay on Customer's side extends the schedule accordingly.

D2.2 Customer represents and warrants that it holds the rights in Customer Materials, including in fonts and images, and the consents of the individuals shown in them, needed for their use in GOLDJAXE Design, in the Deliverables and under D6, and that this use does not infringe the rights of others. GOLDJAXE does not check whether a sign, a name or a design is available for use or registration as a trade mark. Claims arising from Customer Materials fall under section 13 of the Terms.

D2.3 Customer Materials remain Customer's. Customer grants GOLDJAXE a worldwide, non-exclusive and royalty-free licence to use, copy, adapt and display them to perform GOLDJAXE Design, for as long as it requires, and, as D6 provides, without time limit. GOLDJAXE processes personal data in Customer Materials as Customer's processor, and the DPA applies to that processing.

D3

Work, revision rounds and acceptance

D3.1 Work starts once the fee, or the fee for the first milestone, has been paid (section 10.2 of the Terms), and work that needs Customer Materials continues once they are received. Work has started when GOLDJAXE first takes a step under the Scope, such as assigning people, holding a meeting or requesting Customer Materials. Dates in the schedule are estimates for GOLDJAXE's part of the work.

D3.2 A revision round is one consolidated list of changes from Customer to a Deliverable within the Scope. The Scope states the number of revision rounds for each Deliverable; where it states none, two rounds apply. Changes beyond those rounds, changes to an item that Customer has approved and new items are additional work, charged at the Price List or under a new Order Form.

D3.3 Customer's approval of a concept, a stage or an item is final for it.

D3.4 Deliverables are accepted under section 6 of the Order Form, unless Customer reports in writing, within 5 working days after GOLDJAXE's notice of completion, a material non-conformity with the Scope. Publication or other use of a Deliverable also constitutes its acceptance. Matters of taste and preference are not non-conformities; they are dealt with in revision rounds.

D3.5 If Customer does not provide Customer Materials, feedback or an approval within 30 days after GOLDJAXE's request, GOLDJAXE may treat the current stage as completed and accepted, invoice the fees for it, and suspend or end the unperformed part of the Scope; on such an end, the fees for that part remain payable (section 17.5 of the Terms). Fees paid are not refunded, as they pay for the capacity that GOLDJAXE reserves for the Scope.

D3.6 For GOLDJAXE Design, the term of the Order Form is the schedule of the project and does not renew under section 17.1 of the Terms. Section 17.5 of the Terms applies to the fees for the whole Scope, and a refund under section 15.4 or 17.4 of the Terms covers only the fees paid for milestones that have not started.

D4

Rights in Deliverables

D4.1 The parties agree in writing that GOLDJAXE holds all rights, including the economic rights, in the works it creates in GOLDJAXE Design, except as D4.3 and the Order Form provide. GOLDJAXE also keeps all rights in the GOLDJAXE Materials, which include GOLDJAXE's document system, its generators, components, templates, libraries and fonts, and the drafts, unused concepts, working files and reusable components created in GOLDJAXE Design.

D4.2 On payment in full of the fees for a Deliverable, GOLDJAXE grants Customer a non-exclusive licence, worldwide and without time limit, irrevocable except under D4.4, to use, reproduce, display, publish, adapt and modify that Deliverable, including the GOLDJAXE Materials it contains as part of it, for Customer's own business, including through its affiliates and

through contractors acting for it. Customer does not sell, sublicense or make available the Deliverables or the GOLDJAXE Materials as a template, theme, design system, product or service, and does not use the GOLDJAXE Materials apart from the Deliverables.

D4.3 The Order Form may provide for the assignment to Customer of the economic rights in elements made specifically for Customer, stating the rights assigned, their purpose, term and territory, on payment in full of the fee stated for that assignment.

D4.4 Until payment in full, Customer has no right in a Deliverable, and GOLDJAXE may withhold its handover (section 10.2 of the Terms). The licence under D4.2 ends if a payment for that Deliverable is reversed or charged back.

D4.5 Where a Deliverable is used through the Service, the licence under D4.2 applies to it for as long as Customer has an Order Form for that use.

D4.6 Fonts, images, icons and open-source code in Deliverables are used under their own licences. Customer buys, in its own name and from the supplier, the licences its use requires, unless the Order Form states that a component is included in the Deliverable under GOLDJAXE's own licence; GOLDJAXE tells Customer which such components a Deliverable uses.

D4.7 GOLDJAXE may use software tools, including AI tools, to create Deliverables. Deliverables may resemble works created for others, and GOLDJAXE may create similar works for others without using Customer Materials or Customer's Confidential Information.

D5

Handover and warranty

D5.1 On payment in full, GOLDJAXE hands over each Deliverable in the formats stated in the Scope. Hosting, deployment and operation of web pages are not included unless the Order Form includes them. GOLDJAXE is

not required to keep copies of Deliverables or working files after handover; Customer keeps its own copies and, after handover, changes or revokes the access it gave GOLDJAXE for GOLDJAXE Design.

D5.2 For 30 days after acceptance, GOLDJAXE corrects at its own cost any failure of an accepted Deliverable to conform to the Scope that Customer reports in writing. This is Customer's sole remedy under section 12.3 of the Terms; section 21.6 of the Terms applies to Customers in the United Arab Emirates. The warranty does not cover changes made by Customer or by others, Customer Materials, hosting and third-party services, or browsers, devices and software versions released after acceptance or not named in the Scope.

D6

Portfolio

D6.1 GOLDJAXE may show Deliverables that Customer has published, document templates with sample data and the earlier pages and documents of Customer that they replace, including Customer's name, trade marks and content as they appear in them, in its portfolio, on its websites and in presentations, including as a comparison "before and after", worldwide and without time limit. GOLDJAXE does not show Customer's Confidential Information.

D6.2 D6.1 is a licence that forms part of the fees for GOLDJAXE Design. For a Customer established in the United Arab Emirates, accepting this Annex gives its consent under section 21.7 of the Terms to the use of its name and trade marks under D6.1. Customer may ask in writing that a Deliverable is not shown in future; materials already published by GOLDJAXE may remain. The Order Form may exclude a Deliverable from D6.1.

D7

Precedence and language

D7.1 This Annex is special terms of each Order Form for GOLDJAXE Design under section 1.4(a) of the Terms, signed by GOLDJAXE, including electronically (section 19.9 of the Terms). Subject to section 21.1 of the Terms, for GOLDJAXE Design it prevails over the Terms and the rest of the Order Form, except its special terms. It expressly changes, as stated in it, the definition of GOLDJAXE Materials in section 2 and sections 9.2, 9.6, 12.3, 15.4, 17.1, 17.4 and 17.5 of the Terms; in all other matters, section 1.4 of the Terms applies.

D7.2 This Annex is published in English and Arabic, and in Russian for convenience. **In case of any discrepancy, the English text prevails.**

--- END OF DOCUMENT ---