# ELITE GOLDEN SANDS REAL ESTATE

# PRIVACY POLICY

Effective Date: 02.09.2026 Last Updated: 02.09.2026

This Privacy Policy sets out the manner in which Elite Golden Sands Real Estate collects, uses, stores, discloses and protects personal information in connection with the website at goldensandsestate.com and the services connected to it. It forms part of, and should be read together with, our Terms of Service.

By accessing or using the Platform, you confirm that you have read and understood this Policy. Where the law requires your consent before we process your personal information, such consent will be obtained.

## 1 INTERPRETATION

1.1 In this Policy, unless the context requires otherwise:

a) **"Company", "we"**, **"us"** and **"our"** mean Elite Golden Sands Real Estate, also trading as Golden Sands and EGS Real Estate;

b) **"Platform"** means the website at goldensandsestate.com together with the Investor Dashboard, the Agent Dashboard, the Property Tracker CRM, the Admin Console, the Support Desk, the GoldenGenie assistant, the Golden Sands mobile application and the CRM mobile application;

c) **"GoldenChips"** means the platform credit which agents and owners apply towards publishing listings;

d) **"Personal Information"** means any information relating to an identified individual, or to an individual who can be identified directly or indirectly by reference to that information; and

e) **"You"** means any person who visits the Platform or holds an account on it, whether as an investor, agent, agency, owner, business contact or otherwise.

1.2 Headings are for convenience only and do not affect interpretation. References to a clause are references to a clause of this Policy.

## 2 The Company and the Scope of this Policy

2.1 The Platform is operated by the Company, a RERA-licensed real estate business carrying on activity in the United Arab Emirates. The Company holds trade licence number 1574944 and Office Registration Number 57493 with the Real Estate Regulatory Agency of the Dubai Land Department, and its registered address is S04-05 R114 Building, Trade Centre First, Dubai, United Arab Emirates.

2.2 The Company is the controller of personal information relating to visitors, investors, agents, agencies, owners and business contacts using the Platform. In certain circumstances the Company also processes information on behalf of property owners, developers, agencies, banks or other business customers, and in those circumstances those parties may act as controllers in their own right.

2.3 This Policy applies across the whole of the Platform, comprising:

a) The public website, including property search across Buy, Rent, Off-Plan and Live Deals, area and market intelligence, the Elite Estimate valuation tool, the ROI and Mortgage Modeller, the Mortgage Affordability Calculator, travel-time and map-based search, videos, blog, service pages and contact forms;

b) The Investor Dashboard, being the signed-in area available to individual buyers for enquiries, broker messaging, price alerts, watchlist, portfolio and support;

c) The Agent Dashboard, being the signed-in workspace available to agents, agencies and owners for listings, GoldenChips, analytics, verification and subscriptions;

d) The Property Tracker CRM, used by our staff and by agents holding CRM access;

e) The Admin Console, used by our administrators and editors;

f) The Support Desk, being our customer-service and ticketing system;

g) GoldenGenie, being the Artificial-Intelligence assistant available across the foregoing; and

h) The Golden Sands and CRM mobile applications.

2.4 The Platform maintains two separate account systems, namely public accounts (Individual, Agent/Agency and Owner) and internal profiles held by our staff and by agents with CRM access. A single person may hold both. Where both are held, the accounts may be linked so as to permit movement between products under a single sign-on.

## 3 Information Collected

3.1 Account and identity information. On the creation or use of an account we may collect your full name and username; email address; mobile telephone number with country code; password and account credentials; account type; language, currency, country and regional preferences; profile photograph and biography; agency name, professional details, specialisation areas, languages spoken and years of experience; RERA broker registration number and licence particulars, where applicable; and such information as is required to link a public account with the corresponding internal CRM profile.

3.2 Verification and compliance information. Agents and owners may be required to submit copies of the Emirates ID (front and reverse), the passport identification page, the RERA certificate or broker licence, and such further documents as are reasonably required for verification, onboarding, compliance or account administration.

Documents so submitted are examined in two stages. An automated check first reads the document and reports whether it appears valid and consistent with the profile name; an authorized member of our team then makes the decision. Identity documents are held in private object storage which is not publicly accessible. You are requested not to submit information beyond that required for verification.

3.3 Property and transaction information. Where you list, save, enquire about, compare, manage or purchase property-related services, we may collect property address, area, city, map location, building, project, plot and Makani particulars; property type, size, bedrooms, bathrooms, amenities, description, price, price history and listing status; photographs, videos, brochures and other uploaded media; ownership, portfolio, rental, maintenance, lease-renewal and payment information; enquiries, lead particulars, deal information, unit bookings, documents, notes and commission information; and GoldenChips balances, purchases and ledger entries, subscription plan, CRM-access term and payment status.

3.4 Communications and support information. We may collect and retain messages exchanged between buyers and brokers; enquiry forms and contact-form submissions; support tickets, comments, attachments, screenshots and internal support notes; appointment, follow-up, task and activity records; and telephone, email, WhatsApp and other communications with us.

Messages between an investor and a broker are stored against the relevant enquiry and may be displayed in the Investor Dashboard, the Agent Dashboard, the CRM and the mobile

applications according to the permissions of each user. Message threads are not private as against the Company; we may access, review, retain and use them to operate and secure the Platform, resolve disputes, prevent fraud, enforce our agreements and comply with applicable law. You should not share government identity numbers, payment credentials or other sensitive information in message threads.

3.5 Technical, location and usage information. On your use of the Platform we may collect IP address; browser type, device type, operating system and application version; login, session, authentication and security information; pages visited, searches, filters, clicks, listing views, comparisons and watchlist activity; location information which you enter or select, including the origin point, landmark, travel time and travel method selected when using travel-time search, together with approximate location derived from technical information where permitted; push-notification tokens and registered-device particulars; and error logs, audit records and security events.

Listing views and comparisons are recorded for analytics and CRM purposes. A view record may include repeat visits by the same person, whereas a viewer count represents distinct persons.

3.6 Information received from third parties. We may receive information concerning you from brokers, agents, agencies, developers, property owners or staff who submit information about you, including where an agent raises an enquiry on your behalf; from payment processors and hosted checkout providers; from identity-verification and compliance providers; from email, WhatsApp, push-notification, hosting, storage, analytics and customer-support providers; from other users, as where a broker invites an agent to join a team within the CRM; and from publicly available sources, where appropriate and lawful.

## 4 Purposes of Processing

4.1 Personal information may be used for the following purposes:

a) to create, authenticate, maintain and secure accounts;

b) to verify email addresses, mobile numbers, professional credentials and identity documents;

c) to provide property search, listing, enquiry, messaging, comparison, watchlist, alert, portfolio, valuation, calculator, CRM, support, mortgage, property-management and holiday-home services;

d) to match enquiries with listings, brokers, agents, teams, projects, units and deals;

e) to process subscriptions, GoldenChips, CRM access, bookings, payments, refunds and commissions;

f) to communicate with you regarding enquiries, listings, appointments, support tickets, verification, purchases, alerts and service updates;

g) to send email, WhatsApp, in-app or push notifications in accordance with your settings and applicable law;

h) to provide customer support, triage tickets, manage workloads and handle escalations;

i) to detect fraud, abuse, unauthorized access, security incidents and breaches of our terms;

j) to maintain audit logs, investigate disputes, enforce agreements and protect our legal rights;

k) to improve, test, troubleshoot and personalize the Platform;

l) to produce analytics, reports, market intelligence and listing-performance information;

m) to manage our relationships with agents, owners, developers, vendors and business partners;

n) to comply with legal, regulatory, tax, accounting, judicial, law-enforcement and governmental requirements; and

o) to send marketing communications, where permitted and where you have consented or applicable law otherwise allows.

4.2 Personal information will not be used for purposes incompatible with those set out in this Policy, save as permitted by law or upon the giving of any required notice or the obtaining of any required consent.

## 5 Lawful Bases

5.1 We process personal information on one or more of the following bases:

a) performance of a contract, being the creation and operation of your account and the delivery of the services associated with it;

b) consent, in respect of optional communications such as marketing emails and WhatsApp alerts, and any other processing for which consent is the applicable basis, such consent being capable of withdrawal at any time without affecting the lawfulness of processing carried out prior to withdrawal;

c) legitimate interests, including the protection of your interests, those of other users and those of the public, as in the securing of accounts, the prevention of fraud and the maintenance of audit logs; and

d) compliance with legal obligations, including record-keeping and reporting obligations arising under RERA regulation, anti-money laundering law applicable to the real estate sector, and other applicable law.

5.2 The collection of identity documents from agents, agencies and owners is necessary both for the performance of our contract with you, in permitting you to publish listings as a verified and licensed party, and for the discharge of our own obligations as a regulated real estate business.

## 6 GoldenGenie and Artificial Intelligence ASSISTANT

6.1 The Platform incorporates GoldenGenie, an Artificial-Intelligence assistant made available exclusively for real-estate purposes connected with the Platform. GoldenGenie responds only to queries concerning property, listings, projects, areas, market data and the Platform's own services, and does not operate as a general-purpose assistant; queries falling outside that scope may be declined. It is used for functions including natural-language property search; the generation and Arabic translation of listing descriptions; price suggestions and listing quality assessments; verification-document checks; lead scoring, prioritization, follow-up drafting and property recommendations; deal summaries, email drafts and stagnation prediction; portfolio commentary and investment narratives; support-ticket triage, summaries, reply drafting, sentiment analysis and escalation-risk assessment; and mortgage pre-screening, lease-renewal risk assessment, holiday-home pricing and marketing assistance.

6.2 GoldenGenie may process such information as is required to perform the function requested, including listing information, enquiry content, customer messages, support-ticket content, uploaded documents and relevant account or transaction information.

6.3 Certain Artificial-Intelligence functions on the Platform operate automatically. Support-desk replies, enquiry acknowledgements and in-platform chat responses may be generated and sent by GoldenGenie without prior human review; where that is so, the communication is identified as automated, and you may ask at any point for the matter to be referred to a person. Other functions produce output only upon the request of a person, and a message drafted for sending by a user is placed in an editable field which requires an explicit human action before it is sent.

Internal staff notes are excluded from the material supplied to GoldenGenie when a customer-facing reply is drafted, so that internal commentary cannot be reproduced to a customer.

6.4 Artificial-intelligence output may be inaccurate, incomplete or unsuited to your circumstances. It is furnished by way of assistance only and does not constitute legal, financial, mortgage, investment, property-valuation or other professional advice.

6.5 Scores, flags, recommendations and classifications generated by GoldenGenie are advisory in nature. They are not treated as the sole basis for any decision producing legal or similarly significant effects, and a human decision-maker retains final authority in matters such as document verification and listing moderation. Where applicable law requires further notice concerning automated decision-making, such notice will be given.

6.6 Where a decision is taken solely by automated means and produces legal effects concerning you, or similarly significantly affects you, you may object to that decision, express your point of view and request that it be reviewed by a person, in accordance with Federal Decree-Law No. 45 of 2021. Such a request may be made using the particulars given in clause 18.

## 7 Cookies and Similar Technologies

7.1 We employ cookies, local storage and similar technologies in order to keep you signed in, by means of short-lived access tokens and a refresh token delivered as a cookie; to support the single sign-on hand-off between the public site and the CRM; to maintain security and session continuity; to retain preferences such as language and display currency; to measure usage and performance and to understand how visitors engage with listings and content; and to deliver marketing or advertising features where permitted and, where required, with your consent.

7.2 Cookies which are not strictly necessary are set only with your consent, given through the consent banner and preference centre described in our Cookie Policy, and that consent may be withdrawn at any time through the cookie preference link in the footer of every page. Independently of that mechanism, Cookies may also be controlled through your browser or device settings. Disabling certain cookies will affect the functioning of the Platform, including the ability to remain signed in.

## 8 Disclosure of Information

8.1 Brokers, agents, owners, developers and business partners. On the submission of an enquiry or a request for information concerning a property or service, the relevant information is

disclosed to the listing broker, agent, owner, developer or responsible service provider in order that a response may be made.

A single enquiry is stored once and appears in several places: to you in the Investor Dashboard as an enquiry and a message thread; to the responsible broker in the Property Tracker CRM as a lead; and to authorized administrators in the Admin Console as an enquiry. One underlying record and one conversation lie behind all three views.

8.2 Service providers. Information is shared with providers supporting hosting, databases, cloud storage and infrastructure; email, WhatsApp, SMS and push notifications; payment processing and checkout; identity verification and document analysis; Artificial-intelligence services; customer support and ticketing; analytics, monitoring, security, fraud prevention and auditing; and professional, legal, accounting and compliance services. Such providers may process information only for authorized purposes and under contractual or legal obligation.

8.3 Internal users. Information may be available to authorized staff, administrators, listing managers, marketing personnel, CRM users, agents and support personnel according to role and access permissions. Access within the CRM is scoped: an agent may ordinarily view only the enquiries, leads and listings belonging to that agent and to agents personally invited by them, wider access being confined to designated internal roles. Where a brokerage, agency or other firm holds a master account, CRM access for its agents, including sub-brokers, is granted as individual seats issued from that master account. A seat is issued only to a named individual verified in that individual's own name, the firm's administrator may see and administer the records falling within its own team scope, and access under a seat is removed when the seat ends. The firm determines the purposes for which it uses enquiry and lead information reaching it through the Platform, and acts as a controller in its own right in respect of that use. Internal notes are maintained separately from customer-facing conversations and are not displayed to customers.

8.4 Legal and corporate disclosures. Information may be disclosed in order to comply with laws, regulations, legal process or governmental requests; to protect the rights, safety, property and security of the Company, its users or others; to investigate fraud, abuse, unauthorized access or other wrongdoing; in connection with a merger, acquisition, financing, restructuring or sale of assets; and with your consent or at your direction.

8.5 We do not sell personal information for monetary consideration. Should our use of any particular service be treated at law as a sale, sharing or targeted-advertising activity, the rights and choices required by applicable law will be afforded. Aggregated and anonymized statistics which do not identify any individual are not personal information, and may be created, used, and commercialized as described in our Terms of Service.

**9 Marketing and Notifications**

9.1 Subject to your preferences and to applicable law, we may send property and price-drop alerts; weekly market reports; service and account communications; verification and password-reset messages; invitation, subscription and payment messages; and marketing emails, WhatsApp messages, push notifications and in-app messages.

9.2 Notification preferences may be managed within your profile settings, where email alerts, WhatsApp alerts, weekly market reports and marketing emails are separately controlled. Marketing emails may be discontinued by use of the unsubscribe facility contained in the message or by contacting us. Transactional and security messages may continue to be sent where necessary for the operation of your account or the delivery of a service requested by you.

**10 Payments and Financial Services**

10.1 Payments in respect of GoldenChips, subscription plans and CRM access are processed by through a hosted checkout portal made available to us by a service provider and settled through a licensed payment service provider. In order to take a payment, your name, contact details, billing address and payment method details, together with the amount, currency, reference and status of the transaction, are transmitted to and processed by that service provider and that payment service provider, on their own infrastructure and under their own privacy policies and terms, and may be processed outside the United Arab Emirates. Complete payment-card numbers are entered on, and held by, the payment service provider and are not stored on our systems. The identity of the providers used for this purpose is stated at checkout and may also be obtained from us using the particulars given in clause 18. Where a payment is collected in the name of a payment facilitator or merchant of record other than the Company, that will be disclosed at checkout.

10.2 A ledger is maintained recording each transaction, its reason and the resulting balance, so that GoldenChip and access records remain accurate and capable of audit. Where a broker

purchases GoldenChips for an agent invited by that broker, the records show the broker as payer and the agent as the beneficiary of the resulting balance.

10.3 The Platform supports mortgage, affordability, refinancing and payment-plan enquiries. Information submitted for such services may be shared with relevant banks, brokers, financial institutions or service providers as necessary to process the request, and with such consent as the law requires.

10.4 Calculators, valuations including Elite Estimate, and financial narratives generated by GoldenGenie are estimates only. They constitute no guarantee of affordability, approval, return, yield or future value.

**11 Cross-Border Transfers**

11.1 Certain of our service providers and recipients may process personal information outside the United Arab Emirates, or outside the country in which you reside. Where our services extend to markets beyond the United Arab Emirates, information may be processed in connection with those markets, only where and to the extent such services are lawfully made available.

11.2 Where information is stored. Platform data is hosted on infrastructure operated by us and by our service providers, comprising a primary on-premises server located in Canada and secondary third-party object storage. Personal information is accordingly stored and processed outside the United Arab Emirates as a matter of course, and not only where a particular recipient happens to be located abroad. In respect of the primary hosting location we rely on the adequacy of the data-protection regime of that jurisdiction; where an adequacy basis is not available for a given recipient, we rely on appropriate contractual safeguards, your consent or another basis permitted by Federal Decree-Law No. 45 of 2021 and its implementing rules.

11.3 Where personal information is transferred across borders, such transfer is effected upon a basis permitted by applicable data-protection law, which may include a determination that the destination jurisdiction affords an adequate level of protection, or the use of appropriate contractual or other safeguards with the recipient. By using the Platform you acknowledge that your information may be transferred to jurisdictions in which privacy protections differ, subject always to those legal requirements.

**12 Retention**

12.1 Personal information is retained only for so long as is reasonably necessary for the purposes set out in this Policy, including to provide and maintain the Platform; to manage accounts,

listings, enquiries, deals, payments, subscriptions and support matters; to meet legal, regulatory, tax, accounting, reporting and audit obligations; to resolve disputes and enforce agreements; to detect and prevent fraud, abuse and security incidents; and to maintain legitimate business records and backups.

12.2 Retention periods are determined by reference to the category of information, the purpose for which it was collected, legal, RERA and money-laundering record-keeping requirements, operational necessity, and the existence of any dispute or investigation. Audit logs of activity within the CRM and the Support Desk are retained for a longer period in support of security, accountability and dispute resolution. Identity, licensure and transaction records are retained for the period required of a licensed real estate business under applicable anti-money-laundering law, currently not less than five (5) years from the end of the business relationship or the date of the transaction, and are deleted or anonymized thereafter.

12.3 Where information is no longer required it is deleted, anonymized or securely isolated, as may be appropriate.

**13 Security**

13.1 We apply administrative, technical and organizational measures intended to protect personal information, including role-based access controls and the scoping of CRM records and leads; authentication and session-management controls; short-lived access tokens and controlled refresh tokens; http only and same site cookie protections; rate limiting upon login attempts so as to resist credential-stuffing; private, non-public storage for verification documents; single-use, short-expiry tokens for single sign-on hand-offs between products; and audit logging of significant operational actions.

13.2 No system is wholly secure. You remain responsible for maintaining the confidentiality of your credentials and should notify us promptly upon suspecting unauthorized access to your account.

13.3 Upon becoming aware of a security breach affecting your personal information which is likely to result in a risk to your rights, we shall notify you and the competent supervisory authority as required by applicable law.

13.4 Security findings, vulnerabilities or exposed credentials should be reported to us at the contact particulars given in clause 18. We may suspend or restrict accounts where reasonably necessary for the protection of the Platform or its users.

## 14 Rights of Data Subjects

14.1 Subject to applicable law and to any exceptions available in law, you may be entitled:

a) to request access to the personal information held concerning you, and to be informed whether such information is processed;

b) to request the correction of inaccurate or incomplete information;

c) to request the deletion of your personal information;

d) to request the restriction of, or to object to, certain processing;

e) to withdraw consent where processing is founded upon consent;

f) to request a copy of your information in a structured, commonly used and machine-readable format, where technically feasible;

g) to opt out of marketing communications;

h) to seek information concerning automated processing or Artificial-Intelligence-assisted decisions, and to object to a decision taken solely by automated means which produces legal or similarly significant effects, where applicable; and

i) to lodge a complaint with the competent data-protection authority.

14.2 A right may be exercised by contacting us at the particulars given in clause 18. We may require verification of your identity before giving effect to a request, and shall respond within thirty (30) days of receipt of a verified request, or within any shorter period required by applicable law.

14.3 The deletion of information may affect your ability to use certain services. We may retain information where necessary to comply with law, to protect rights, to complete a transaction, to resolve a dispute or to maintain legitimate records; and where that is so, the reason shall be explained to you.

## 15 Children

15.1 The Platform is intended for persons aged eighteen (18) years or older who are legally competent to enter into real-estate, financial and account services. We do not knowingly collect personal information from children in contravention of applicable law. Should you believe that a child has furnished personal information to us, kindly contact us so that the position may be assessed and appropriate action can be taken.

## 16 Third-Party Services and Links

16.1 The Platform contains links to, and integrations with, third-party websites, applications, payment providers, social-media services, video platforms, property portals and banks. Where an agent uses the facility to post a listing to social media, information is shared with the social platform connected by that agent.

16.2 We are not responsible for the privacy practices, content, security or availability of third parties. You are advized to review the privacy policies of third-party services before submitting information to them.

## 17 Deactivation and Offboarding

17.1 Account deletion may be requested through the Platform or by contacting us. The Platform does not offer temporary deactivation or suspension of an account; a request under this clause results in deletion of the account.

17.2 As the Platform operates separate public, CRM and Support Desk identity systems, the deletion of one form of access does not automatically remove the others. Support Desk access in particular is administered separately from internal CRM and Admin Console roles. Where more than one form of access subsists, each must be deletion separately, and we shall attend to those steps upon request.

17.3 Effect of deletion. Upon the deletion of a public account: saved properties, price alerts, comparisons, portfolio entries and connected social accounts are deleted; personal details and identity documents are anonymized or deleted in accordance with this Policy; records which we are required to retain as a licensed real estate business or under applicable law, including anti-money-laundering law, are retained for the required period and thereafter deleted or anonymized; and live listings are taken down. Unused GoldenChips and any unexpired subscription or CRM-access period are dealt with in accordance with the Terms of Service.

## 18 Contact

18.1 For privacy queries, requests by data subjects, complaints, or the exercise of any right described in clause 14, please contact:

Elite Golden Sands Real Estate L.L.C S.O.C

Dubai, United Arab Emirates (S04-05 R114 Building, trade Centre First, Dubai)

Email: info@goldensandsestate.com

Telephone / WhatsApp: +971 50 132 0135

Website: goldensandsestate.com

18.2 We aim to respond to privacy enquiries promptly, and in any event within the period stated in clause 14.2.

18.3 You are further entitled to lodge a complaint with the competent data-protection supervisory authority should you consider that our processing of your personal information does not comply with applicable law.

**19 Governing Law**

19.1 This Policy is issued in accordance with the UAE Federal Decree-Law No.45 of 2021 on the Protection of Personal Data, together with any implementing regulations issued under it, and other applicable law of the United Arab Emirates as applied in the Emirate of Dubai, consistently with the governing-law provision of our Terms of Service.

**20 Amendment**

20.1 This Policy may be updated from time to time. The updated version shall be posted upon the Platform and the “Last Updated” date amended accordingly. Where an amendment is material, further notice shall be given, whether by email or in-app message, before the amendment takes effect.

20.2 Your continued use of the Platform after an updated Policy takes effect constitutes acknowledgment of the revised Policy, subject to any applicable consent requirements.