ESSENTIALS PACK

AI Acceptable Use Policy

Clausely (Golden Genesis UK)

Clausely 122493, PO Box 6945 Dorset BH16 6FH

Document Reference: C(G-AAUP-2026-001

Accountable Person: Priscilla, Director, Golden Genesis UK

Effective Date: 21 May 2026

Review Date: 21 May 2027

Clausely

122493, PO Box 6945

Dorset

BH16 6FH

Effective Date: 21 May 2026

1. PURPOSE AND SCOPE

1.1 This Artificial Intelligence Acceptable Use Policy (the "Policy") sets out the mandatory rules governing the use of artificial intelligence tools and systems by employees, workers, contractors, consultants, temporary staff, and any other persons acting on behalf of Clausely (Golden Genesis UK) (the "Company").

1.2 The Company operates as a SaaS / Software. This Policy applies to all AI tools, platforms, models, automations, and AI-enabled features used in connection with Company business, whether accessed through Company-managed devices, personal devices used for work, integrated software products, or third-party services.

1.3 The purpose of this Policy is to:

(a) ensure that AI tools are used lawfully, securely, and responsibly in the course of Company business;

(b) protect confidential information, personal data, intellectual property, and commercially sensitive information;

(c) ensure that any AI-assisted output is subject to appropriate human judgement and quality control;

(d) define clear internal accountability for the approval and use of AI tools; and

(e) reduce legal, regulatory, operational, and reputational risk.

1.4 This Policy must be read alongside the Company's data protection, information security, records management, confidentiality, and disciplinary policies.

1.5 Because the Company has declared EU exposure, this Policy is also intended to support compliance with applicable EU AI Act obligations, including AI literacy expectations under Article 4 and transparency requirements under Article 50 where the Company deploys AI systems or publishes AI-assisted outputs for EU-facing contexts.

© 2026 Clausely / Golden Genesis UK. Licensed for use by the purchasing business only. Generated by clausely.co.uk

2. DEFINITIONS

2.1 For the purposes of this Policy:

2.2 "AI Tool" means any software, platform, application, feature, model, or service that uses artificial intelligence, machine learning, natural language processing, computer vision, predictive analytics, or related techniques to generate content, analyse information, make recommendations, or automate tasks.

2.3 "Approved AI Tool" means an AI Tool that has been expressly approved for use in accordance with Section 5 of this Policy.

2.4 "Confidential Information" means any non-public information relating to the Company, its staff, customers, suppliers, business counterparties, or commercial operations, including strategy documents, pricing, internal correspondence, source materials, operational data, and technical information.

2.5 "Personal Data" has the meaning given in the UK General Data Protection Regulation and the Data Protection Act 2018.

2.6 "Public LLM" means a publicly accessible large language model or similar AI system for which prompts, uploaded materials, or outputs may be retained, reviewed, or used by the provider beyond the Company's direct control.

2.7 "User" means any person authorised to access or use an AI Tool in connection with Company business.

2.8 "Accountable Person" means the individual holding the role of Director, Golden Genesis UK, who is responsible for oversight of the Company's AI governance arrangements unless and until that responsibility is formally reassigned in writing.

3. APPROVED AI TOOLS

3.1 Only AI Tools listed in this Section, or subsequently approved under Section 5, may be used for Company business.

3.2 The following AI Tools are approved for use by the Company, subject to the limitations and controls set out in this Policy:

3.2.1 ChatGPT / OpenAI — Provider: Third-party provider.

3.2.1.1 Permitted use: Use only for the specific, documented business purpose approved by the Company.

3.2.1.2 Conditions and restrictions: (a) Tool-specific safeguards, legal review, and security checks must be completed before use. (b) No confidential or personal data may be used until approval conditions are satisfied.

3.2.2 Claude / Anthropic — Provider: Third-party provider.

3.2.2.1 Permitted use: Use only for the specific, documented business purpose approved by the Company.

3.2.2.2 Conditions and restrictions: (a) Tool-specific safeguards, legal review, and security checks must be completed before use. (b) No confidential or personal data may be used until approval conditions are satisfied.

© 2026 Clausely / Golden Genesis UK. Licensed for use by the purchasing business only. Generated by clausely.co.uk

3.2.3 AI in our product (customer-facing) — Provider: Third-party provider.

3.2.3.1 Permitted use: Use only for the specific, documented business purpose approved by the Company.

3.2.3.2 Conditions and restrictions: (a) Tool-specific safeguards, legal review, and security checks must be completed before use. (b) No confidential or personal data may be used until approval conditions are satisfied.

3.3 Approval of a tool under this Policy does not remove the obligation on Users to apply professional judgement, comply with data protection and confidentiality duties, or follow any tool-specific conditions imposed by the Accountable Person.

4. PROHIBITED USES

4.1 Users must not use any AI Tool, whether approved or otherwise, for any of the following purposes:

(a) inputting or uploading Confidential Information into a Public LLM without prior written approval and suitable contractual safeguards;

(b) inputting or uploading Personal Data unless a lawful basis, appropriate transparency information, contractual protections, and technical safeguards are all in place;

(c) generating content that is unlawful, discriminatory, defamatory, misleading, harassing, obscene, or otherwise inappropriate;

(d) making, or materially influencing, legal or similarly significant decisions about individuals without meaningful human review and authority to intervene;

(e) circumventing Company controls, security settings, content safeguards, or vendor restrictions;

(f) generating work that infringes third-party intellectual property rights or breaches licence terms;

(g) presenting AI-generated output as final, accurate, or professionally complete without appropriate review;

(h) using AI Tools for any purpose inconsistent with applicable law, regulatory requirements, customer commitments, or contractual restrictions; or

(i) using unapproved AI Tools for Company work.

4.2 Users must exercise heightened caution when AI output is intended for customer-facing materials, compliance documentation, regulated communications, employment matters, financial content, or any task where accuracy and defensibility are critical.

5. VENDOR APPROVAL PROCESS

5.1 Any proposal to use a new AI Tool must be submitted to the Accountable Person before the tool is adopted, piloted, integrated, or procured.

5.2 A request for approval must include:

(a) the tool name, provider, and core functionality;

(b) the intended business purpose and expected users;

(c) the categories of data that may be processed by the tool;

(d) the provider's hosting arrangements, data retention position, and training-use terms;

© 2026 Clausely / Golden Genesis UK. Licensed for use by the purchasing business only. Generated by clausely.co.uk

(e) any relevant data processing agreement, security documentation, or compliance certifications;

(f) a risk assessment addressing confidentiality, personal data, security, bias, accuracy, and contractual exposure; and

(g) proposed safeguards, review controls, and owner accountability.

5.3 The Accountable Person shall approve, reject, or approve subject to conditions after consultation with legal, data protection, information security, procurement, or operational stakeholders where appropriate.

5.4 Conditional approval may include limits on permitted use cases, user groups, data types, retention settings, output review requirements, or contractual prerequisites.

5.5 The Company shall maintain an internal register of approved AI vendors, approved use cases, and any conditions attached to approval.

6. DATA HANDLING REQUIREMENTS

6.1 Users must comply with the following mandatory rules when using AI Tools in connection with Company business.

6.2 Confidential Information must not be entered into a Public LLM unless the Accountable Person has given prior written approval and the Company is satisfied that appropriate confidentiality, retention, and contractual protections are in place.

6.3 Personal Data must not be entered into an AI Tool unless:

(a) there is a documented lawful basis for the processing;

(b) data subjects have been provided with any transparency information required by law;

(c) the Company has completed any required privacy risk assessment or equivalent review;

(d) the provider relationship is governed by appropriate contractual terms; and

(e) only the minimum data necessary for the relevant task is used.

6.4 Users must apply data minimisation, redaction, anonymisation, or pseudonymisation wherever reasonably practicable.

6.5 Special category data, criminal offence data, highly sensitive customer material, and regulated confidential material must not be used with AI Tools unless expressly authorised and subject to enhanced controls.

6.6 Users must not rely on default vendor settings where those settings permit indefinite retention, model training on Company data, or unrestricted internal sharing by the provider unless such settings have been expressly reviewed and accepted.

6.7 Outputs generated using Company or customer information must be stored, shared, retained, and deleted in accordance with the Company's record-keeping and security requirements.

7. HUMAN REVIEW REQUIREMENTS

7.1 All material AI-generated outputs must be reviewed by a competent human before they are relied upon, shared externally, incorporated into business records, sent to customers, or used for regulated, legal, employment, financial, or compliance purposes.

© 2026 Clausely / Golden Genesis UK. Licensed for use by the purchasing business only. Generated by clausely.co.uk

7.2 The reviewer must have sufficient experience and authority to assess whether the output is accurate, complete, appropriate, and safe for the intended use.

7.3 Human review must include, where relevant:

(a) checking factual accuracy and internal consistency;

(b) verifying that the output is suitable for the specific business context;

(c) assessing whether the output contains hallucinations, omissions, bias, unsupported assumptions, or inappropriate content;

(d) confirming that any legal, regulatory, or customer-facing statements are supportable; and

(e) amending or rejecting the output where necessary.

7.4 Users remain responsible for any output they approve, adopt, circulate, or rely upon, regardless of whether the content was first generated by an AI Tool.

7.5 Where outputs are deployed in EU-facing contexts, the reviewer must also ensure that any required transparency wording or AI-use disclosure is applied before publication or delivery, including Article 50 disclosures where relevant.

8. INTELLECTUAL PROPERTY

8.1 Users must not assume that AI-generated content is free from third-party rights restrictions.

8.2 Before reusing AI-generated text, code, imagery, analysis, or other materials in deliverables, products, marketing, or customer work, Users must assess whether the output may reproduce protected third-party material, incorporate restricted training artefacts, or breach licence terms.

8.3 AI-generated work product created for the Company in the course of employment or engagement shall be treated as Company work product, subject always to third-party rights, contractual restrictions, and applicable law.

8.4 Where attribution, labelling, provenance, or contractual disclosure is required, Users must ensure that such requirements are met before publication or delivery.

8.5 Users must not submit Company intellectual property into external AI systems in a manner that would permit the provider to acquire broader rights over the material than are acceptable to the Company.

9. SECURITY AND ACCESS CONTROLS

9.1 Access to AI Tools must be limited to authorised Users and governed by the Company's access control requirements.

9.2 Shared logins, insecure credential sharing, and unmanaged plug-ins or browser extensions that interact with AI Tools are prohibited unless expressly approved.

9.3 API keys, enterprise credentials, and administrative settings for AI vendors must be stored and managed using approved Company security controls.

9.4 Users must remain alert to prompt injection, malicious uploads, fabricated citations, unsafe code suggestions, and other security or integrity risks that may arise when using AI Tools.

© 2026 Clausely / Golden Genesis UK. Licensed for use by the purchasing business only. Generated by clausely.co.uk

9.5 Where an AI Tool is integrated into Company systems or workflows, the owner of that integration must ensure that logging, change control, access restriction, and incident escalation arrangements are documented and maintained.

9.6 Security concerns, unexpected tool behaviour, suspected misuse, and unauthorised access must be reported immediately under Section 10.

10. BREACH REPORTING

10.1 Any actual or suspected breach of this Policy, or any unsafe, unlawful, or unauthorised use of an AI Tool, must be reported immediately to the Accountable Person and to the relevant internal reporting channel for information security or compliance incidents.

10.2 Reports must be made promptly where a User becomes aware of:

(a) unauthorised disclosure of confidential or personal data;

(b) unsafe or misleading output being used or distributed;

(c) use of an unapproved AI Tool for Company work;

(d) compromised credentials, unauthorised access, or vendor security concerns; or

(e) any regulatory, contractual, customer, or reputational issue arising from AI use.

10.3 The Company shall investigate reported incidents, take containment and remediation steps, preserve relevant records, and determine whether notification to customers, insurers, regulators, or other third parties is required.

10.4 Where a breach affects EU-facing AI use, required transparency measures, or regulated deployment obligations, the Company shall also assess whether any notification, remediation, or escalation is required under the EU AI Act alongside any data protection or contractual obligations.

10.5 Breach of this Policy may result in withdrawal of tool access, disciplinary action, contractual remedies, or other appropriate action depending on the seriousness of the breach.

This Policy takes effect on 21 May 2026 and must be reviewed periodically, and in any event whenever the Company's AI use, vendor landscape, or legal obligations materially change.

© 2026 Clausely / Golden Genesis UK

© 2026 Clausely / Golden Genesis UK. Licensed for use by the purchasing business only. Generated by clausely.co.uk

ESSENTIALS PACK

Document Sign-Off

This document forms part of the Essentials Pack prepared for Clausely (Golden Genesis UK). By signing below, the Accountable Person confirms that the document has been reviewed, approved, and is in force from the effective date.

Accountable Person: Priscilla, Director, Golden Genesis UK

Effective Date: 21 May 2026

Review Date: 21 May 2027

Signature: 

Date Signed: 22 May 2026

© 2026 Clausely / Golden Genesis UK — U

© 2026 Clausely / Golden Genesis UK. Licensed for use by the purchasing business only. Generated by clausely.co.uk