

# AI TRANSPARENCY & COMPLIANCE NOTICE

## DASHAMAP

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**AI TRANSPARENCY & COMPLIANCE NOTICE**  
**(TRANSPARENCY, COMPLIANCE, AND RESPONSIBLE USE OF AI)**

**DASHAMAP**

**Controlling Version: English**

**Last updated:** 21 February 2026

This document (the “AI Notice”) describes in a clear and transparent manner how DashaMap uses Artificial Intelligence (“AI”) systems, the technical and interpretive limitations of AI-generated or AI-assisted outputs, the measures we adopt for security and compliance, and which responsibilities remain with the user.

The purpose is twofold: (i) to protect the user from improper expectations (“the AI said it, therefore it is true”), and (ii) to protect the Company from improper uses, misunderstandings, and liabilities inconsistent with the nature of the Service.

This AI Notice supplements and completes:

- (a) Astrological Disclaimer, Limitation of Liability and AI-Driven Terms of Use (the “Disclaimer”)
- (b) Terms of Service (the “ToS”)
- (c) Privacy Policy and Cookie Policy (the “Privacy”)
- (d) Any Refund Policy / Billing Policy / Acceptable Use Policy (the “AUP”), if published separately
- (e) Any Data Processing Addendum (the “DPA”), where applicable

In the event of a conflict: the Privacy prevails for privacy rules and data processing; the Disclaimer prevails for the symbolic/edutainment nature and interpretive limitations; the ToS prevail for contractual rules, subscriptions, credits, licenses, Service use, suspension and termination. In all cases, applicable non-derogable rights of the consumer user remain unaffected.

Service Owner

GLOBAL MOUNTAIN GROUP LLC

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**1. Operational Definitions (for clarity and “auditability”)**

For purposes of this AI Notice:

**1.1 “Platform” or “DashaMap”**

The website, any applications, and connected systems through which services, calculation tools, AI features, and informational outputs are provided.

## **1.2 “AI” / “LLM” (Large Language Models)**

Artificial intelligence systems and language models capable of generating text (and, where provided, other content) through probabilistic and statistical methods. AI does not “understand” reality as a person does, has no consciousness, has no autonomous access to real-world facts, and provides no guarantees of truth or accuracy.

## **1.3 “AI Output”**

Any content generated by or assisted through AI, including: explanations, summaries, narrative interpretations, copy, symbolic suggestions, descriptions, reformulations, and support texts. Where and when available, this may also include non-text synthetic content (images, audio, video) or metadata.

## **1.4 “Deterministic Components”**

Any calculations or procedures based on deterministic algorithms (e.g., timelines, cycles, calculation rules), separate from AI functions. Deterministic components are not “AI”.

## **1.5 “AI Functions”**

Any function using AI/LLM, including assistants, interpretation modules, narration, summarization, reformulation, or textual support.

## **1.6 “AI Badge / Label / Mark”**

Any wording, icon, text, or UI marker (e.g., “AI”, “AI Interpretation”, “AI-Assisted”, “Generated by AI”) indicating that the user is interacting with an AI function or that content has been generated/assisted by AI.

## **1.7 “User”**

Any person who accesses or uses DashaMap, whether registered or not, including professional or business users.

## **1.8 “End Customer” (if applicable)**

Any natural or legal person receiving a report or output generated by a professional user (e.g., via white label or client portal), where such functions are available.

## **1.9 Interaction Disclosure (Transparency)**

When the user uses functions marked by an AI Badge/Label (or similar wording), the user is informed that they are interacting with an artificial intelligence system. The Company may use the UI as the primary disclosure measure and may adopt additional transparency/labeling methods where required by applicable rules or internal security policies.

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## **2. What AI Does on DashaMap (and What It Does Not Do)**

### **2.1 AI limited to interpretive text (key point)**

DashaMap’s AI functionalities are oriented toward the generation and reworking of interpretive, descriptive, and narrative content. DashaMap aims to make the artificial/assisted nature of outputs recognizable through labeling, badges, or wording.

AI:

- does not perform deterministic astronomical calculations;
- does not certify the truth or correctness of calculations;
- does not diagnose, does not prescribe therapies, does not assess clinical conditions;
- does not provide legal or financial advice;
- does not produce fitness assessments or decision scores intended to determine access to employment, credit, insurance, or essential services;
- is not designed to make automated decisions with legal or equivalent effects;
- does not replace human judgment, nor does it create any obligation of result.

### **2.2 Separation between calculation and narration**

Where the Service presents calculations or temporal structures, those (if present) derive from deterministic components. AI may, at most, “explain” or “narrate” symbolically what has been calculated, without adding guarantees, without transforming the output into professional advice, and without replacing human judgment.

### **2.3 Edutainment and symbolic nature**

DashaMap operates within the scope of edutainment and symbolic interpretation. The user accepts that the language may be poetic, metaphorical, and narrative; this does not imply scientific validity, verifiability, or predictability.

### **2.4 Specific exclusions: no emotion recognition / biometric categorisation**

DashaMap does not use emotion recognition systems or biometric categorisation for purposes of the Service.

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## **3. AI Supply Chain: Multi-Provider Architecture (Including OpenRouter)**

### **3.1 Multi-provider architecture**

DashaMap uses a multi-provider architecture to deliver AI functionalities. Depending on technical availability, security settings, localization, workload, latency, or the evolution of the Service, user requests may be processed by different language model providers (“LLM

Providers”), including technical gateways or aggregators (for example, OpenRouter) and/or direct providers.

### **3.2 Possible differences in style**

The user understands and accepts that the presence of multiple providers may result in differences in style, phrasing, and linguistic rendering of outputs. Such differences do not constitute a defect, nor do they guarantee greater accuracy or reliability.

### **3.3 Roles and responsibilities**

GLOBAL MOUNTAIN GROUP LLC remains the contractual counterparty for the User. LLM providers operate as technological sub-suppliers, subject to applicable measures and conditions described in the Privacy Policy and, where relevant, in the DPA. The list (or categories) of relevant providers and the applicable transfer bases/safeguards, where applicable, are indicated in the updated privacy/DPA documents.

### **3.4 Routing and automated selection**

To ensure continuity and quality of the Service, DashaMap may automatically select a provider or model based on technical and security criteria (e.g., availability, load, latency, policies, compatibility). The User accepts that provider selection may vary over time without individual notice, subject to public updates to transparency and privacy documents.

### **3.5 The Company adopts reasonable internal criteria for selecting and maintaining providers/models on a technical-operational and risk-based basis, without this constituting any guarantee of accuracy, uniformity, or absence of errors in AI outputs.**

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## **4. Technical Limits of AI Outputs: Errors, Inconsistencies, and “Hallucinations”**

### **4.1 Probabilistic nature**

AI outputs are generated by probability, not certainty. Even when an output appears “sensible,” it may contain errors, omissions, or invalid conclusions.

### **4.2 “Hallucinations” (AI hallucination clause)**

AI may produce: factually incorrect statements; non-verifiable or inaccurate references; improper logical connections; internal contradictions; interpretations inconsistent with the data or deterministic calculations; an authoritative or persuasive tone without objective basis.

### **4.3 No promise of accuracy or fitness**

To the extent permitted by applicable law, GLOBAL MOUNTAIN GROUP LLC does not warrant the accuracy, completeness, reliability, or fitness for a particular purpose of AI outputs. The user uses outputs at their own risk and discretion.

#### **4.4 Verification and “common sense”**

If an AI output appears to push toward important or irreversible decisions, the user must: stop using it as the sole source; seek external verification; consult licensed professionals if the matter is medical/psychological/legal/financial; treat the output as symbolic narration and not as instruction.

#### **4.5 Ownership, license, and IP risk (IP Shield)**

AI outputs may not be unique and may present similarities with existing content or with outputs generated for other users. DashaMap does not guarantee the absence of intellectual property (IP) infringement in outputs generated by the models; the user is solely responsible for verification and the legality of public reuse or distribution of outputs, including adopting checks regarding copyright, trademarks, image rights, trade secrets, and confidentiality.

#### **4.6 Publication to third parties and user disclosure obligations**

If the user reuses or publishes AI outputs to third parties or the public (including reports, social media, promotional materials, client deliverables), the user is responsible for indicating their artificial/AI-assisted origin and for complying with applicable transparency obligations in their jurisdiction, including any labeling or marking requirements.

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### **5. Scope of the Service and Prohibitions: No Professional Advice**

#### **5.1 Exclusion of medical and psychological advice (No Medical Device Clause)**

DashaMap is not a medical device, is not a diagnostic service, is not therapy, and is not psychological emergency support. The software is not intended to be used for purposes falling within the definition of “medical device” under FDA (USA) or MDR (EU) regulations. In case of emergency, emotional crisis, or immediate risk, the user must contact emergency services or healthcare professionals.

#### **5.2 Exclusion of legal advice**

No AI output is legal advice. The user must consult qualified attorneys or legal advisors.

#### **5.3 Exclusion of financial advice**

No AI output constitutes investment or trading advice. The user must consult qualified professionals.

#### **5.4 Prohibited use for high-impact decisions**

The user undertakes not to use DashaMap and AI outputs for: healthcare or therapeutic decisions; investments or asset choices based solely on outputs; legal or contractual decisions; suitability assessments or scoring of third parties (employment, credit, insurance); automating processes with legal or equivalent impact.

## **5.5 Non-Impersonation and Anti-Deceptive Claims Clause**

It is prohibited to use AI outputs to impersonate third parties (natural persons, brands, or entities), create statements falsely attributed to real persons, generate false reviews/testimonials, or create content suitable to mislead the public, violate others' reputation, or constitute unfair, fraudulent, or deceptive practices.

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## **6. Human-in-the-Loop: User Responsibility and No Automated “Decision Making”**

### **6.1 No automated decision-making with legal effects**

Content generated through DashaMap serves an informational/interpretive function. It is not intended to produce legal or equivalent effects.

### **6.2 User responsibility**

All choices and actions remain under the user's sole responsibility. AI outputs are not directives, orders, or binding instructions.

### **6.3 No fiduciary relationship / no agency**

Use of the Service does not create an agency or mandate relationship, partnership or joint venture, fiduciary relationship, doctor–patient or therapist–patient relationship, nor any obligation of result.

### **6.4 GDPR Art. 22 compliance (Automated Decision Making)**

DashaMap does not carry out decisions based solely on automated processing (including profiling) producing legal effects or similarly significant impacts on the user within the meaning of GDPR Article 22. The Service always requires human intervention and interpretation by the user and is not designed to be used as a “decision engine” in high-impact contexts.

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## **7. Data and AI: Privacy-by-Design Principles (Coordinated with Privacy Policy and DPA)**

### **7.1 Data minimization**

DashaMap aims to use only necessary data (the “need-to-know” principle). Users are invited not to enter unnecessary sensitive data in prompts or notes.

### **7.2 Logging and telemetry**

For security, stability, and technical audit purposes, DashaMap may record logs and technical metadata (e.g., timestamps, errors, security events, credit usage, anti-fraud signals). The types and retention of logs are described in the Privacy Policy.

### **7.3 Providers and international transfers**

Use of AI and cloud providers may involve processing and international transfers. Legal bases, safeguards, and provider details are described in the Privacy Policy and, where relevant, the DPA.

#### **7.4 Model training and data reuse**

Whether data and prompts may be used by providers for improvement/training purposes depends on provider configurations and contracts. Where available and reasonable, DashaMap aims to select more protective configurations and reduce unnecessary reuse. Updated details are indicated in the Privacy Policy and/or the DPA.

#### **7.5 User warranty regarding third-party data**

The user represents and warrants that they hold all rights, consents, and lawful bases necessary to enter third-party personal data (e.g., family members, clients) into the Platform. It is prohibited to enter special categories of data (e.g., health data, sexual orientation, political opinions, religious beliefs) unless strictly necessary, legally lawful, and supported by an appropriate lawful basis, under the user's full responsibility, and in compliance with Privacy/DPA/ToS.

**7.6 If an AI output improperly suggests entering sensitive or unnecessary data, the user must ignore such suggestion; the Platform's official fields, UI instructions, and applicable policies always prevail.**

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### **8. Security and Protection Against Abuse (AI AUP + Anti-Scraping)**

#### **8.1 Prohibited abuse and AI manipulation**

It is prohibited to: scrape/crawl/data mine the Service; reverse engineer prompts, models, or pipelines; use "Prompt Injection" or "Jailbreaking" techniques; attempt to bypass limits, credits, or paywalls; use AI for phishing, fraud, spam, social engineering; upload illegal content or content infringing third-party rights; attempt to extract confidential data or system secrets.

#### **8.2 Protective measures**

DashaMap may adopt measures such as rate limiting, access controls, IP blocks, bot detection, watermarking, anti-fraud systems, and security logs. In case of suspected abuse, GLOBAL MOUNTAIN GROUP LLC may suspend or terminate the account pursuant to the ToS, to the extent permitted by applicable law.

#### **8.3 Labeling and marking of synthetic content**

Where the Service generates or manipulates synthetic content (text, images, audio, or video), DashaMap may apply labels, watermarks (including in metadata), or transparency wording indicating artificial origin. The user undertakes not to remove, obscure, or alter such wording where required by Company policies or applicable rules.

## **8.4 Brand safety and truthfulness of information**

The user undertakes not to use the Service in ways that may harm the reputation of GLOBAL MOUNTAIN GROUP LLC or third parties, or that may constitute disinformation, manipulation, or deceptive practices. The user remains responsible for public statements and claims based on AI outputs.

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## **9. White Label and Client Portal (Where Provided)**

### **9.1 Availability “if and when enabled”**

DashaMap may make professional features such as “White Label” and “Client Portal” available on certain plans or packages, including depending on regions or product phases.

### **9.2 Professional user responsibility**

Where such functions are active, the professional user is responsible for: properly informing the end customer about the symbolic/edutainment nature of the Service and AI; not presenting outputs as medical/legal/financial advice; complying with privacy and confidentiality; avoiding entry of unnecessary sensitive data; complying with licensing and report usage rules.

### **9.3 No delegation of responsibility**

White label and client portal do not transfer clinical/legal/financial responsibilities to the Company and do not transform the Service into professional advice.

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## **10. Fairness, Bias, and Proper Communication**

### **10.1 Bias and stereotypes**

AI models may reflect biases present in training data. Outputs may be culturally inappropriate, stereotyped, or overly assertive.

### **10.2 Persuasive language is not proof**

A “convincing” output does not mean “correct.” The user is invited to interpret critically and contextualize.

### **10.3 Reports**

If the user encounters potentially harmful, discriminatory, or manifestly incorrect outputs, they may report them to [info@globalmountain.group](mailto:info@globalmountain.group) indicating context and (if possible) screenshots or text.

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## **11. Incidents, Updates, and Provider/Model Changes**

### **11.1 Technical updates**

DashaMap may update models, prompts, pipelines, or providers. This may change style, phrasing, tone, and narrative choices. This does not constitute a defect nor does it automatically entitle the user to refunds, except as required by mandatory law and any specific published policies.

### **11.2 Incidents and availability (SaaS + third parties + force majeure)**

DashaMap is a SaaS service. 100% availability is not guaranteed. To the extent permitted by applicable law, the Company is not responsible for temporary service unavailability due to technical incidents, maintenance, third-party provider interruptions (e.g., gateway/LLM provider/cloud), cyberattacks, or force majeure events. The Company will adopt reasonable containment and restoration measures.

### **11.3 Model evolution (Model Drift)**

The user acknowledges that AI providers may change model response logic without notice. The Company does not guarantee stability over time of “interpretive logic” or output style.

### **11.4 Safety filters and right to refuse (Right to Refuse)**

DashaMap applies safety filters and reserves the right to refuse, limit, truncate, or stop output generation where prompts violate the law, third-party rights, public decency, or internal security policies, to the extent permitted by applicable law. Blocking/suspension/termination measures are applied pursuant to the ToS and AUP.

**11.5 The Company may apply immediate technical containment measures (including rerouting, limitations, or selective deactivations) prior to formal documentation updates, where necessary for security, compliance, or operational continuity.**

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## **12. “Closing” Legal Provisions**

### **12.1 Severability**

If any part of this AI Notice is deemed invalid or unenforceable, the remaining provisions remain valid.

### **12.2 Governing law and venue**

This AI Notice is governed by the laws of the State of Wyoming, USA, without prejudice to non-derogable rights of EEA consumers or other applicable mandatory rules. Competent venue as set forth in the ToS, without prejudice to non-derogable rights.

### **12.3 Controlling language / Controlling version**

This Italian version is provided solely as a courtesy. The English version, if published on the Site as the “Controlling Version,” is the only legally binding version in case of interpretive

conflict. If the English version is not available, this Italian version applies until publication of the controlling version, provided that the Company may update transparency documents.

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### **13. Minors and Age-Gating**

The Service is not intended for minors under 13 years of age or the minimum age required by applicable local law (the higher threshold applies). Use of the platform by minors must occur exclusively under the supervision and responsibility of the parent or legal guardian, who accepts the applicable terms and warrants compliance with local laws and Service policies.

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### **Contacts**

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Wyoming 82801-6317

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Website: [www.globalmountain.group](http://www.globalmountain.group)

Regulatory references (informational, not part of this document):

AI Act – transparency obligations (Art. 50). ([artificialintelligenceact.eu](http://artificialintelligenceact.eu))

GDPR – decisions based solely on automated processing (Art. 22). ([gdpr-info.eu](http://gdpr-info.eu))

Consumer-protection principles regarding deceptive AI-related claims (US context). ([ftc.gov](http://ftc.gov))

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### **ANNEXES SECTION (INTEGRAL PART) — DASHAMAP**

Annexes A through H form an integral part of this “AI Transparency & Compliance Notice” (the “AI Notice”) and constitute its technical-operational specification.

The Annexes may be updated for technical, security, service continuity, and/or regulatory compliance reasons. Each update follows the traceability set forth in Annex G (Changelog & Versioning).

In the event of divergences between the Annexes and the ToS/Privacy/DPA: the hierarchy defined in this AI Notice applies, without prejudice to the non-derogable rights of the consumer user and applicable mandatory rules.

Availability note (transparency): Annexes A–H are intended for standard publication (footer). Annexes I, J, and K form part of the Enterprise Pack and constitute an integral part of this AI Notice exclusively when attached, referenced, or incorporated by reference in an enterprise contract, DPA, commercial order, or other written documentation of the Company. In the absence of such attachment or express reference, Annexes I, J, and K are informational upon request and are not deemed automatically included in the standard footer publication.

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## ANNEX A

### TECHNICAL-OPERATIONAL FACTSHEET OF AI FUNCTIONS (MODEL & SYSTEM FACTSHEET)

#### A.1 Stated Purpose (Purpose Limitation)

DashaMap's AI functions are designed exclusively to produce interpretive, descriptive, and narrative content within a symbolic/edutainment scope. AI is used for:

- textual interpretation (symbolic explanation of cycles/windows/themes)
- reformulation and summarization (summaries, "Whispers," micro-copy, clarifications)
- text structuring (reports, sections, headings, callouts)
- generation of supporting editorial content (e.g., "how to read the map," FAQs, guidance texts)

The following are expressly excluded: medical/psychological diagnosis, legal/financial advice, suitability assessments, scoring of persons, automated decisions with legal or equivalent effects, and any high-impact use.

#### A.2 Functional Scope (Feature Map)

AI functions may be invoked in areas such as:

- Oracolo / "Oracle" (interpretive chat)
- explanation of timelines and cycles ("reading" text)
- "Whispers" or textual notifications (if active)
- session/notebook mode (if active) to transform notes into structured text
- generation of report drafts (with or without PDF export, depending on plan and credits)

#### A.3 Types of Inputs Processed by AI (Data Categories)

Depending on the function, AI may receive:

1. Explicit user input: prompts, questions, notes, written context.
2. Minimum necessary context data: language/locale, style preferences, plan settings (limits/credits), session configurations.
3. Relevant "map" data (if entered by the user and required by the function): birth parameters (date/time/place) and derived deterministic results (e.g., current cycle, windows, timelines, indicators).
4. Technical metadata: timestamp, session identifier, profile ID (pseudonymized), anti-abuse/anti-bot signals.

User note (prompt hygiene): it is prohibited and discouraged to enter unnecessary sensitive data in prompts (e.g., clinical details, document numbers, banking data, credentials, business secrets). If the user enters such data, they do so under their sole responsibility.

Note regarding minors: entering data relating to minors is discouraged except where strictly necessary and in compliance with applicable law, under the responsibility of the parent/guardian and the user who enters such data.

#### **A.4 Outputs Produced (Output Categories)**

AI may produce:

- interpretive text (symbolic reading)
- explanatory text (how to read / what it means)
- reflective suggestions (guiding questions, perspectives, alternatives)
- summaries and structures (bullets, sections, headings)
- non-technical notices (e.g., “you may wish to verify..”)
- “white label” content (tone/structure consistent with the brand) if active

Outputs are not “truth,” are not “certifications,” and are not “guarantees of result.”

#### **A.5 Logical Architecture (Separation of Calculation vs AI)**

DashaMap applies a conceptual separation:

- Deterministic engines: perform calculations, timelines, rules, and numerical/chronological structures (where present).
- AI: produces exclusively interpretive and descriptive text, using deterministic results and/or user text as a basis.

This separation is intended to prevent AI from “inventing calculations” or presenting them as deterministic. If an output includes numbers/dates, it remains possible that AI has reported them incorrectly: the user shall treat them with caution and verify them.

#### **A.6 Inherent Limitations and Risks (Technical Limitations)**

The user acknowledges that AI may:

- produce “hallucinations” (incorrect or invented information)
- create improper logical connections
- use a persuasive/authoritative tone without objective basis
- reflect cultural or linguistic bias
- oversimplify complex contexts
- fail to capture real emotional and psychological nuances
- lack “direct” knowledge of the user’s reality

#### **A.7 Mitigation Measures (Safety & Quality Controls)**

DashaMap may implement reasonable measures (technical and organizational), including:

- prompt and template rules that limit overly assertive claims
- disallow rules/blocks for prohibited or high-risk requests (e.g., medical/legal/finance)
- safety filters and conservative responses where necessary
- rate limiting, anti-bot and anti-abuse/anti-scraping controls
- technical logging and anomaly monitoring (security and reliability)

- regression testing on prompts/known cases to reduce undesired behaviors
- pipeline, provider, and parameter updates to improve stability and reduce risks

### **A.8 Use of Data for “Training” and Improvement (Precautionary Principle)**

Any reuse of prompts/outputs for improvement or training depends on providers and the adopted technical configurations. DashaMap aims to select more protective configurations and minimize unnecessary reuse, compatible with technical and contractual constraints. Updated operational details are indicated in the Privacy Policy and/or the DPA.

### **A.9 Retention — Principles and Rationale**

Retention of data related to AI functions follows: minimization, purpose limitation, security, and proportionate retention. In general (indicative ranges, subject to change for security/compliance and described in detail in the Privacy/DPA):

1. “Product” content (e.g., user notes, saved reports, vault, exports): retained to enable the function until deletion by the user, account closure, or according to product/plan settings.
2. Technical, anti-abuse, and anti-fraud logs: typically retained for proportionate periods (e.g., 30–180 days), extendable in case of incidents, disputes, fraud prevention, or legal obligations.
3. “Transient” prompts and outputs: where possible treated as ephemeral; may be retained for a limited period (e.g., 0–30 days) for debugging/security/quality, subject to provider constraints or incident-response needs.
4. Support tickets and reports: retained proportionately for request handling and audit (e.g., up to 12 months), subject to legal obligations or disputes.

Applicable and updated specifications shall prevail as set forth in the Privacy Policy/DPA.

### **A.10 Access and Internal Controls (Need-to-Know)**

Access to data related to AI functions is limited to authorized personnel and only where necessary for: technical support, security, abuse prevention, service continuity. Where possible, the following are favored: pseudonymization, minimization, traceable access, and authorization controls.

### **A.11 Reports and Corrections (Controlled Feedback Loop)**

If the user encounters an output that is manifestly incorrect, potentially harmful, or inappropriate, the user may report it to [info@globalmountain.group](mailto:info@globalmountain.group) including: language, site section, date/time, and (if possible) text or screenshot.

Note: do not send banking data, credentials, documents, unnecessary health details, or business secrets in the ticket. Reporting does not guarantee immediate correction nor any obligation of result, but enables improvement and quality-control measures.

## **A.12 Final Non-Reliance Statement (Non-Reliance)**

AI outputs are tools for symbolic edutainment reflection. The user agrees that they must not be used as the sole basis for important, irreversible, or high-impact decisions.

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## **ANNEX B**

### **MULTI-PROVIDER & ROUTING POLICY**

#### **(INCLUDING OPENROUTER)**

### **B.1 Why Multi-Provider Exists**

DashaMap may use multiple language model providers and/or technical gateways/aggregators to ensure resilience, service continuity, linguistic compatibility, architectural flexibility, load management, operational security, and economic sustainability of the Service.

### **B.2 What This Means for the User**

The user accepts that use of a multi-provider supply chain may result in differences among outputs in terms of:

- style;
- tone;
- level of detail;
- text structure;
- summarization/verbosity;
- linguistic formulation.

Such differences do not, in and of themselves, constitute a Service defect, nor do they imply greater/lesser truthfulness, accuracy, or reliability.

### **B.3 Technical Selection Criteria (Routing Criteria)**

The Platform may select a provider/model based on technical and organizational criteria, including by way of example:

- provider availability and health status (uptime, errors, timeouts);
- latency and performance;
- required language/locale;
- request complexity and technical compatibility;
- security policies and filters;
- capacity constraints, costs, and Service sustainability;
- operational continuity and risk containment needs;
- privacy and data-protection configurations available at the provider, where relevant.

### **B.3-bis Provider Selection Diligence (Provider Selection Diligence)**

GLOBAL MOUNTAIN GROUP LLC adopts a reasonable and proportionate approach to selection, activation, maintenance, and replacement of AI providers, taking into account the purpose of the Service (symbolic edutainment), known risks, operational stability, technical compatibility, and available security measures.

The Company may internally define and update minimum technical-operational criteria for admitting or maintaining providers/models within the Service pipeline (for example, internal tests, regression checks, qualitative reviews, security checks, policy consistency). Such criteria:

- are internal and may change over time;
- do not constitute any promise of result to the user;
- do not constitute any certification, warranty, or SLA;
- do not grant the user any right to a specific provider or to any determined quality threshold.

### **B.3-ter Internal Quality Baseline (No Warranty / No SLA)**

The Company may use a reasonable internal quality baseline for governance, quality control, and risk reduction purposes (including checks on excessive claims, prohibited uses, improperly assertive tone, and general consistency with the edutainment purpose).

Such baseline is solely internal and does not constitute:

- a warranty of accuracy;
- a warranty of uniformity across providers;
- a warranty of absence of errors/hallucinations;
- a contractual undertaking to maintain a certain quality level constant over time;
- a warranty of model/version stability.

### **B.3-quer Provider/Model Replacement and Operational Duty of Care**

The Company may replace providers, models, or routing without individual notice, for technical, security, compliance, quality, operational continuity, or business continuity reasons.

Replacement does not constitute breach, subject to applicable mandatory rules, and does not automatically entitle the user to refunds or compensation.

Where reasonably practicable, the Company aims to avoid configurations materially incompatible with the purpose of the Service or with internally adopted security/policy controls. It remains understood that:

- AI remains probabilistic;
- outputs may contain errors;
- there is no obligation of equivalence among providers.

### **B.4 Failover and Service Continuity**

In case of provider unavailability, degradation, or associated risk, a request may be routed to an alternative provider. The resulting output may differ substantially or formally from what

would have been generated by the original provider. Failover does not guarantee output identity.

#### **B.4-bis Kill Switch, Quarantine, and Provider De-Listing**

For security, compliance, reliability, incident response, or risk containment reasons, the Company may:

- temporarily suspend a provider/model;
- route traffic “in quarantine” to alternative providers;
- reduce or limit use of specific AI functions;
- remove (de-list) a provider/model from the pipeline.

Such measures may be adopted with or without individual notice and do not constitute an admission of defect, fault, or liability.

#### **B.5 Gateways/Aggregators (e.g., OpenRouter)**

The Company may use gateways or technical aggregators to route requests to third-party models. In such cases, requests may transit through the gateway and selection of the final model may depend on configured technical and routing criteria.

GLOBAL MOUNTAIN GROUP LLC remains the contractual counterparty for the DashaMap Service vis-à-vis the user. Providers/gateways form part of the technical supply chain and operate as sub-suppliers or technology providers pursuant to the applicable Privacy/DPA documentation.

#### **B.5-bis No Direct User–Provider Relationship / No Agency**

Use of third-party providers or gateways within the Service does not create:

- a direct contractual relationship between the user and the AI provider;
- an agency or mandate relationship between the user and the provider;
- direct provider liability to the user for the DashaMap Service, except as may be imposed by applicable mandatory rules.

#### **B.6 No Promise of Fixed Provider / Model Lock**

Unless an expressly provided option applies (e.g., an enterprise feature allowing model/provider selection), DashaMap does not guarantee a fixed provider, a specific model, or an unchanged version over time.

#### **B.6-bis No Obligation of Real-Time Technical Disclosure**

For security, abuse prevention, routing integrity, operational stability, or pipeline protection reasons, the Company is not required to disclose in real time:

- the specific provider;
- the exact model version;
- the routing configuration;

- technical parameters or internal selection criteria, except as required by mandatory law, written enterprise agreements, or published policies.

### **B.7 Separation of Responsibilities and No Agency**

The user contracts with GLOBAL MOUNTAIN GROUP LLC for the DashaMap Service. Use of third-party providers does not transfer or reduce the user’s responsibilities under the ToS, Disclaimer, AUP, Privacy, and this AI Notice.

### **B.8 Note on Outputs and Compliance**

Regardless of the provider used, outputs remain:

- interpretive and symbolic;
- non-scientific;
- not medical/psychological/legal/financial advice;
- not suitable for high-impact decisions;
- potentially subject to errors, inconsistencies, or hallucinations.

—

## **ANNEX C**

### **AI RISK REGISTER + MITIGATIONS (PUBLIC SUMMARY)**

This Annex is a public summary of the main risks and mitigations. The Company may maintain a more detailed internal version (owner, scoring, evidence, review dates) for governance and audit.

#### **C.1 Risk: hallucinations and false references**

Description: AI may invent details, dates, causes, correlations.

Impact: incorrect decisions, user disappointment, complaints.

Mitigations: conservative templates, non-reliance notices, claim limitations, feedback and monitoring.

#### **C.2 Risk: overly assertive language (“tone risk”)**

Description: authoritative tone that appears as “certainty.”

Impact: improper reliance.

Mitigations: precautionary style rules, “reflection tool” reminders, invitation to consult professionals where relevant.

#### **C.3 Risk: cultural bias and stereotypes**

Description: stereotyped or culturally inappropriate outputs.

Impact: reputational harm, complaints.

Mitigations: editorial guidelines, filters, reporting channel, monitoring and improvements.

#### **C.4 Risk: prompt injection / manipulation**

Description: attempts to bypass limits or extract system information.

Impact: security incidents, leakage.

Mitigations: anti-injection filters, rate limits, no secrets in prompts, logging and blocks.

### **C.5 Risk: inadvertent data leakage**

Description: entering sensitive data in prompts or notes.

Impact: privacy and compliance risk.

Mitigations: notices and policies, minimization, prompt hygiene, controls.

### **C.6 Risk: improper use for high-impact decisions**

Description: use for legal/health/financial choices.

Impact: harm and litigation.

Mitigations: strong disclaimer, AUP, blocks on prohibited requests, precautionary language.

### **C.7 Risk: psychological dependency or emotional crisis**

Description: vulnerable user uses outputs as absolute guidance.

Impact: psychological harm, safety risk.

Mitigations: non-reliance, invitation to professionals, refusal of dangerous content where detected.

### **C.8 Risk: inconsistencies between deterministic calculation and AI output**

Description: AI misreports data/results.

Impact: confusion and complaints.

Mitigations: provide AI with “clean” results, formatting, “verify” reminders.

### **C.9 Risk: volume abuse (spam, scraping)**

Description: massive use to extract datasets.

Impact: costs, service degradation.

Mitigations: credits, rate limiting, anti-bot, termination, watermarking.

### **C.10 Risk: output differences due to multi-provider routing**

Description: different outputs due to different provider.

Impact: perception of “inconsistency.”

Mitigations: transparent communication (Annex B), consistent prompt design, FAQs.

### **C.11 Risk: non-originality and IP/copyright risk**

Description: outputs similar to existing content or other users’ outputs.

Impact: IP disputes, takedown requests, reputational harm.

Mitigations: IP Shield clause, user responsibility for reuse, best-practice verification prior to publication.

### **C.12 Risk: provider policy changes/model withdrawal (supply-chain)**

Description: provider changes policy or withdraws a model.

Impact: output changes, availability or filters.

Mitigations: multi-provider, fallback, communications and changelog.

### **C.13 Risk: incidents or downtime at a third-party provider**

Description: disruptions or incidents on third-party infrastructure.

Impact: interruptions, performance degradation.

Mitigations: failover, resilience, monitoring, communications, incident response.

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## **ANNEX D**

### **AI AUP**

#### **(ACCEPTABLE USE POLICY FOR AI FUNCTIONS)**

##### **D.1 Golden Rule**

DashaMap's AI functions are tools for symbolic edutainment reflection. They must not be used as a decision engine for high-impact decisions or as a substitute for human/professional judgment.

##### **D.2 Prohibited Uses**

It is prohibited to use DashaMap and/or AI functions for:

- medical/psychological diagnosis or advice, direct or indirect;
- legal advice or interpretation of laws/regulations as a professional opinion;
- financial advice, trading, investments, or asset management;
- suitability assessments/scoring of third parties (employment, credit, insurance, essential services);
- illegal content, threats, hate, harassment, discrimination, violence;
- self-harm or promotion of dangerous behavior;
- illegal sexual content or any content involving minors;
- phishing, fraud, spam, social engineering;
- scraping, crawling, data mining, reverse engineering;
- bypassing limits, paywalls, credits, rate limits, or security controls;
- extraction of confidential data or system secrets;
- impersonation, false testimonials, false reviews, deceptive claims.

##### **D.3 Prompt Hygiene (What NOT to Enter)**

The user must not enter, except where strictly necessary and supported by a valid lawful basis, unnecessary or high-risk data, including:

- access credentials;
- card numbers or banking data;
- complete identification documents;

- unnecessary clinical/health details;
- unnecessary sensitive data/special categories of data;
- trade secrets or third-party confidential information.

### **D.3-bis Anti-Nudging / Improper AI Prompts (Sensitive Data Override Clause)**

The user acknowledges and agrees that, due to intrinsic limitations of AI models, an output may occasionally contain questions, suggestions, or wording that improperly invites sharing sensitive or unnecessary information (for example health, psychological, financial, judicial details, or other data exceeding what is necessary for the requested function).

In such cases:

- the user must ignore such invitations;
- the user must not enter sensitive/unnecessary data merely because it is requested or suggested by AI;
- the Platform's mandatory UI fields, official Platform instructions, the Privacy Policy, the DPA (where applicable), the ToS, and this AI Notice shall always prevail.

Any AI-generated invitation to share excessive data does not constitute:

- authorization by the Company to process such data;
- a modification of applicable policies;
- any obligation for the user to provide data;
- proof that the data is necessary to provide the Service.

### **D.3-ter User Responsibility for Voluntarily Entered Excess Data**

If the user voluntarily enters sensitive, excessive, or unnecessary data in prompts, notes, or other textual fields, they do so under their sole responsibility, without prejudice to the Privacy Policy and, where applicable, the DPA. The Company does not encourage nor require such entry for ordinary use of AI functions.

### **D.3-quater No Obligation to Detect or Block All Sensitive Data Entered**

The Company may implement filters, notices, or controls to reduce entry of unnecessary data, but does not warrant detection or blocking of all sensitive data or excessive information entered by the user. Lack of blocking does not equate to authorization, lawfulness, or appropriateness of such entry.

### **D.4 Professional Use (White Label / Client Portal)**

If the user uses DashaMap professionally or toward end customers, the user must:

- properly inform the customer of the symbolic/edutainment nature of the Service;
- disclose that parts of the content may be AI-assisted/generated, where applicable;
- not present outputs as certified professional advice;
- comply with privacy, confidentiality, and lawful-basis obligations;
- avoid unnecessary sensitive data;
- comply with licensing and usage rules for reports/outputs.

#### **D.4-bis Prompt Hygiene Toward End Customers (Professional User Safeguard)**

The professional user is responsible for configuring their processes and communications toward the end customer, including clear instructions not to share sensitive/unnecessary data in textual fields.

The professional user undertakes not to design workflows, forms, onboarding, or custom prompts that nudge the end customer into providing data exceeding the purpose of the Service.

#### **D.4-ter Precedence of Official Instructions and Structured Fields**

For minimization purposes, the structured information required by the Platform's official fields (e.g., basic function parameters) prevails over any broad or non-specific textual requests formulated by AI. The user shall follow the official UI/documentation instructions.

#### **D.5 Enforcement (Graduated Measures)**

Violations of this Annex and/or connected policies may result, to the extent permitted by applicable law, in:

- warnings;
- temporary limitations;
- enhanced rate limiting;
- suspension of specific functions;
- account suspension;
- termination;
- any further actions necessary to protect the Platform, users, or compliance.

#### **D.5-bis Immediate Containment Measures**

Where there is a concrete risk to security, compliance, system integrity, fraud prevention, or third-party rights, the Company may adopt immediate measures (including without notice), including limitations, blocks, or interruption of AI generation. Such measures are containment measures and do not constitute an admission of liability.

#### **D.5-ter No General Monitoring Obligation / No Waiver**

The Company may adopt reasonable abuse-prevention measures, but does not assume a general obligation to monitor all content or prompts and does not warrant interception of every unlawful or improper use. Failure to intervene in a specific case does not constitute a waiver of the Company's rights nor approval of the conduct.

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## **ANNEX E**

### **GDPR / AI ACT ALIGNMENT**

#### **("PRACTICAL" COMPLIANCE STATEMENTS)**

### **E.1 GDPR — Art. 22 (Automated decisions)**

DashaMap’s AI outputs are not intended to produce automated decisions with legal effects or similarly significant effects. DashaMap does not perform scoring or profiling for legal/credit/employment purposes. The user acknowledges that outputs are informational/interpretive.

### **E.2 User transparency (disclosure)**

DashaMap informs the user that:

- AI may make errors/hallucinations;
- the Service is symbolic edutainment;
- outputs do not replace professionals;
- multiple providers may be used and routing may vary;
- where applicable, synthetic content may be labeled/watermarked;
- DashaMap does not use emotion recognition or biometric categorisation for purposes of the Service.

### **E.3 Privacy requests (DSAR) and contact**

Privacy requests (access, erasure, rectification, portability, objection) follow the Privacy Policy and, where relevant, the DPA. Contact channel: [info@globalmountain.group](mailto:info@globalmountain.group)

### **E.4 Governance and updates**

In the event of future evolution toward more sensitive functionalities, DashaMap may update documents, controls, and measures, with traceability (Annex G) and communications where required.

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## **ANNEX F**

### **WHITE LABEL / CLIENT PORTAL (PLANNED FEATURES)**

#### **RESPONSIBILITIES AND LIMITS**

##### **F.1 What “Planned” Means**

Features that may be made available in the future or only in certain plans/areas. It does not imply universal or immediate availability.

##### **F.2 Roles**

- GLOBAL MOUNTAIN GROUP LLC: provider of the DashaMap service and technical platform
- Professional user: the party using DashaMap with end customers
- End customer: recipient of reports/portal

##### **F.3 Professional user responsibilities**

The professional user shall:

- present correctly the edutainment and symbolic nature;
- avoid claims of scientific validity, certainty, or guarantees of result;
- where delivering reports or content, indicate that parts may be AI-assisted/generated where applicable;
- obtain consents and provide privacy notice if collecting third-party data;
- avoid unnecessary sensitive data and comply with confidentiality.

#### **F.4 No agency**

White label and portal do not create an agency relationship between the Company and the professional user, nor any delegation of responsibility toward end customers.

#### **F.5 Sharing and links**

Where tools such as shareable links are available:

- links may be ephemeral and subject to expiry/access controls;
- distribution and custody of the link are the responsibility of the professional user;
- mass publication or unauthorized distribution is prohibited.

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## **ANNEX G**

### **CHANGELOG & VERSIONING**

#### **(TRACEABILITY)**

#### **G.1 Version, date, and effective date**

Each update may indicate: “Last updated” and “Effective date.” Continued use of the Service after the effective date constitutes acceptance, without prejudice to non-derogable rights.

#### **G.2 Types of possible changes**

- change/addition of AI providers;
- modification of routing or selection criteria;
- introduction of new features (e.g., client portal);
- update of security measures;
- update of policies and procedures.

#### **G.3 Version archive**

The Company may maintain an archive of prior versions or a summary of key changes, for transparency and traceability.

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## **ANNEX H**

### **SUPPORT PROCEDURE, REPORTS, AND COMPLAINTS**

## (AI + COMPLIANCE)

### H.1 Official channel

Email: [info@globalmountain.group](mailto:info@globalmountain.group)

### H.2 Standard subject lines (rapid triage)

To accelerate handling and compliance, use one of the following subject lines:

- “AI NOTICE – Output report”
- “SECURITY – Abuse/Scraping/Incident”
- “PRIVACY – Data Subject Request”

### H.3 Minimum content of an AI report

Provide, if possible:

- language and site section;
- date/time;
- output text or screenshot;
- description of the issue (error, bias, inappropriate content, inconsistency).

### H.4 Limits and timing

Reports are handled with reasonable priority. Submission does not guarantee any specific outcome nor create an obligation of result. In the event of privacy/security incidents, the procedures set forth in the Privacy Policy and DPA apply, where relevant.

### H.5 “Do not send sensitive data” note

Do not send in the ticket credentials, banking data, documents, unnecessary health details, or business secrets.

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## ENTERPRISE PACK ANNEXES (UPON REQUEST / ENTERPRISE PLANS)

### ANNEX I — SUB-PROCESSOR & MODEL LIST SNAPSHOT (VERSIONED)

Periodic (versioned) snapshot of: provider categories and/or list of relevant sub-suppliers, gateways/aggregators, and classes of models used. Includes date of last review and reference to the Privacy Policy/DPA for applicable details.

### ANNEX J — DATA FLOW SUMMARY + SECURITY CONTROLS SUMMARY

Summary of data flow (input → processing → storage → export) and principal controls (e.g., encryption in transit, access controls, rate limiting, logging, retention, backup, incident response, deletion).

### ANNEX K — QA / EVALUATION & RED-TEAM LITE (OPERATIONAL GOVERNANCE)

Summary of how DashaMap manages quality and risk: test set on prompts/known cases, anti-claim checks, drift monitoring, report handling, and periodic review cycles (without implying certifications).

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## **ANNEX I**

### **SUB-PROCESSOR & MODEL LIST SNAPSHOT (VERSIONED)**

#### ***(Enterprise Pack – upon request / enterprise plans)***

Integral part of the AI Transparency & Compliance Notice (where attached) and coordinated with the Privacy Policy, DPA, and ToS.

#### **1. Purpose of Annex I**

This Annex I provides a versioned “Snapshot” of the sub-supplier categories and, where applicable, the AI providers/models used or potentially usable within DashaMap’s technical supply chain for delivery of the Service.

Purposes of the Annex:

- to support enterprise due diligence/vendor review activities;
- to improve transparency and auditability of the technology supply chain;
- to describe, at a reasonable level and without disclosing trade secrets, the structure of relevant sub-suppliers;
- to coordinate privacy/compliance aspects with the Privacy Policy and the DPA.

This Annex does not constitute a promise of a fixed provider, fixed model, fixed routing, or immutable configuration, except as expressly agreed in a written enterprise agreement executed by the Company.

#### **2. Scope and “snapshot” nature**

##### **2.1 Temporal nature of the snapshot**

Annex I represents a snapshot of the supply chain as of the version date indicated. The technical supply chain may evolve over time for reasons including:

- operational continuity;
- security;
- performance;
- costs/service sustainability;
- availability of providers/models;
- regulatory/compliance changes;
- service quality.

##### **2.2 No immutability guarantee**

The presence of a provider, gateway, sub-supplier, or supplier category in the Snapshot does not imply:

- any obligation of continuous use;

- exclusivity;
- minimum or maximum usage volume;
- model version stability;
- availability in all regions or for all plans.

### **2.3 Documentary coordination**

For legally relevant details regarding personal data processing, lawful bases, international transfers, safeguards, retention periods, and data subject rights, the following prevail:

- the Privacy Policy;
- the DPA (where applicable);
- any specific enterprise agreements.

## **3. Definitions (for purposes of this Annex)**

### **3.1 “Sub-supplier” / “Sub-processor”**

A third party that processes data on behalf of GLOBAL MOUNTAIN GROUP LLC in connection with delivery of the Service, within the limits and under the instructions/applicable documentation, when acting as a processor (processor/sub-processor) under applicable privacy law.

### **3.2 “AI Provider / LLM Provider”**

A provider of language models or AI services (direct or mediated by gateways/aggregators) used for the Platform’s AI functions.

### **3.3 “Gateway / Aggregator”**

A technical service enabling routing to one or more providers/models (for example OpenRouter or similar services), according to technical/policy criteria.

### **3.4 “Versioned Snapshot”**

A dated version of this Annex with a version identifier, review date, and effective date (where applicable).

## **4. Categories of relevant sub-suppliers (publishable/enterprise structure)**

DashaMap may use, by way of example and without limitation, sub-suppliers belonging to the following categories:

### **4.1 Cloud infrastructure / hosting / platform services**

Services for application hosting, edge functions, storage, networking, CDN, deployment, and infrastructure resilience.

### **4.2 Database / backend platform / authentication services**

Services for database, authentication, sessions, application storage, server-side functions, and technical user account management.

### **4.3 Payment processing / billing infrastructure**

Services for payment processing, billing, renewals, payment method management, payment anti-fraud, and disputes.

### **4.4 AI/LLM providers (direct)**

Providers delivering language models or AI services used to generate or assist interpretive text.

### **4.5 AI gateways / aggregators / routing layers**

Services routing requests to multiple models/providers and supporting resilience, compatibility, or operational optimization (including, where used, OpenRouter).

### **4.6 Email delivery / notification infrastructure**

Services for transactional email delivery, operational notifications, and service communications.

### **4.7 Security / anti-abuse / monitoring / observability tools**

Services for technical logging, error monitoring, telemetry, anti-bot, anti-fraud, anomaly detection, rate limiting, and application security.

### **4.8 Analytics (if and where enabled)**

Usage analytics, event measurement, performance, or marketing tools, in compliance with user preferences, consent configurations, and applicable cookie/privacy policies.

### **4.9 Customer support / ticketing tools (if used)**

Services for managing support requests, reports, compliance triage, and complaints.

## **5. Snapshot list (recommended enterprise format)**

In the version delivered to an enterprise customer, this Annex may include a table or list with fields such as:

- Supplier category
- Supplier/service name (where disclosable)
- Functional role
- Type of data processed (high level)
- Geographic area / possible processing location (high level)
- Privacy role (processor / sub-processor / independent controller, where applicable)
- Reference to DPA / SCC / applicable safeguards (where relevant)
- Status (active / fallback / planned)
- Date of last review

Important note: for security, commercial confidentiality, and supply-chain hardening reasons, GLOBAL MOUNTAIN GROUP LLC may limit the level of technical detail publicly disclosed and reserve more granular details for duly authorized enterprise customers, including under NDA.

## **6. AI providers and models: disclosure principles (without overpromising)**

### **6.1 Multi-provider and variability**

DashaMap may use multiple AI providers and/or different models depending on technical routing. The presence of a provider in the Snapshot does not imply that every user request is processed by that provider.

### **6.2 Model/version not guaranteed**

Model names, revisions, versions, or configurations may change for technical, commercial, security, or provider policy reasons. Such changes do not, in and of themselves, constitute a Service defect.

### **6.3 Internal quality baseline and controls (best-effort)**

Selection and routing of providers/models are managed according to technical and internal governance criteria, including reasonable tests/controls for quality and operational security, compatible with the multi-provider nature and actual availability of third-party systems. This does not constitute a guarantee of uniform outputs, error-free outputs, or outputs free of hallucinations.

## **7. International transfers and privacy framework (reference)**

Use of sub-suppliers and AI providers may involve international transfers of personal data. Legally relevant information (lawful bases, transfer mechanisms, SCC or equivalent safeguards, supplementary measures where applicable) is governed by the Privacy Policy and the DPA.

This Annex serves primarily an informational/organizational function and does not replace contractual privacy terms.

## **8. Update procedure and traceability**

### **8.1 Ordinary updates**

GLOBAL MOUNTAIN GROUP LLC may update this Annex to reflect:

- addition/removal of providers;
- supply-chain changes;
- technical/compliance changes;
- service reorganizations.

### **8.2 Traceability**

Updates are subject to versioning and may be recorded in the changelog/internal documentation or in Annex G of the AI Notice package, where applicable.

### **8.3 Enterprise notifications (if contractually agreed)**

Any obligations of prior notice or information mechanisms for new sub-processors apply only if expressly provided in the DPA or in a written enterprise agreement.

### **9. Confidentiality, security, and disclosure limitations**

For security, abuse prevention, platform protection, and safeguarding sensitive information, GLOBAL MOUNTAIN GROUP LLC may:

- omit unnecessary technical details;
- aggregate information by category;
- refrain from disclosing sensitive operational configurations;
- differentiate the level of disclosure by plan/contract.

Such limitation of disclosure does not constitute lack of transparency where the Company provides a reasonable and proportionate level of information consistent with applicable legal and contractual obligations.

### **10. No agency / no direct user-provider relationship**

Inclusion of providers or sub-suppliers in this Annex does not create any direct contractual relationship between the User and such parties, except where the user separately uses third-party services under their own independent terms.

The contractual relationship for the DashaMap Service remains between the User and GLOBAL MOUNTAIN GROUP LLC.

### **11. Language, precedence, and nature of the document**

#### **11.1 Controlling version**

Unless otherwise indicated, the English version of this Annex (if prepared as a controlling version within the contractual package) shall prevail in case of interpretive discrepancies. The Italian version may be provided as a courtesy translation.

#### **11.2 Informational-operational nature**

This Annex does not expand the Company's warranties, SLAs, or obligations of result beyond what is set forth in the ToS, Disclaimer, Privacy Policy, DPA, and any executed enterprise agreements.

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## **ANNEX J**

### **DATA FLOW SUMMARY + SECURITY CONTROLS SUMMARY**

*(Enterprise Pack – upon request / enterprise plans)*

Integral part of the AI Transparency & Compliance Notice (where attached) and coordinated with the Privacy Policy, DPA, ToS, and internal security policies.

## **1. Purpose of Annex J**

This Annex J provides a high-level technical-operational summary of the data lifecycle within the DashaMap Service and the principal security controls adopted or adoptable, for the purposes of:

- enterprise/procurement transparency;
- support for legal/compliance reviews;
- clarification of the shared-responsibility model;
- alignment with privacy-by-design and security-by-design.

This Annex:

- does not constitute a security certification;
- does not constitute a penetration test report;
- does not replace an SLA agreement;
- does not disclose technical secrets or sensitive configurations;
- does not guarantee absence of incidents or vulnerabilities.

## **2. Logical scope of the data flow (high-level)**

Depending on the function used, the plan, and the configuration, DashaMap may process data in one or more of the following logical steps:

1. User input
2. Application processing (deterministic engines and/or AI functions)
3. Storage / persistence (where necessary)
4. Output / display / export
5. Technical logging and security
6. Support / report handling (if activated by the user)

Each step is subject to the principles of minimization, purpose limitation, and need-to-know access, to the extent reasonably implementable.

## **3. Data categories (summary)**

Depending on use of the Platform, categories of data may be processed such as:

### **3.1 Account and contact data**

Examples: email, account identifiers, language/locale preferences, plan settings.

### **3.2 Functional input data**

Examples: date/time/place of birth, profiles (“Souls”), notes, prompts, questions, session configurations.

### **3.3 Derived data / product results**

Examples: timelines, cycles, deterministic structures, interpretive textual outputs, saved reports, credit-consumption metadata.

### **3.4 Technical / security / telemetry data**

Examples: timestamps, error logs, session ID, anti-abuse signals, authentication events, rate-limit events, technical stability indicators.

### **3.5 Payment data (separate supply chain)**

Payment information is generally processed via third-party payment providers (e.g., gateway/payment processor) under their applicable standards and terms; DashaMap generally does not need to store full card data. Relevant details are described in the Privacy Policy and ToS.

## **4. Data flow summary (high level)**

### **4.1 User data entry**

The user enters data in the frontend/interface or via API/enabled functions. The Platform may apply formal validations, input controls, and technical limits.

### **4.2 Transmission to backend/application services**

Data necessary for the requested function are transmitted to the Platform's application services and, where relevant:

- to deterministic engines for calculations/structures;
- to AI providers/gateways for interpretive text generation;
- to notification/email services;
- to storage for saving outputs or settings.

### **4.3 Deterministic and AI processing (conceptual separation)**

Where applicable, DashaMap applies a conceptual separation between:

- deterministic components (calculation/rules/timelines);
- AI components (narration/text interpretation).

This separation serves risk containment and governance clarity purposes, but does not entirely eliminate the risk of errors, inconsistencies, or outputs not meeting the user's expectations.

### **4.4 Persistence (where provided by the function)**

Certain data and outputs may be saved to enable:

- user history / vault / reports;
- session reopening;
- minimum technical audit;
- support and service continuity;
- enforcement of limits/credits/plans.

Other data may be processed in an ephemeral/transient manner, compatible with technical needs, debugging, security, and provider constraints.

#### **4.5 Output and sharing**

Results may be displayed in the UI, sent as notifications, exported to PDF, or shared through link mechanisms (where available and subject to plan/configuration).

Subsequent handling of outputs by the user (sharing with third parties, white label, reuse) remains subject to the ToS, AI Notice, Privacy, and AUP.

### **5. Security principles applied (summary)**

DashaMap adopts or may adopt reasonable technical and organizational measures proportionate to the nature of the Service, risk, and the state of the art, including—by way of example and without limitation—the following controls.

#### **5.1 Access and authorization controls**

- account authentication and session management;
- access limitation by role/function (where applicable, including staff roles);
- least-privilege principle, to the extent reasonably implemented;
- internal access on a need-to-know basis;
- tracking/logging of relevant technical events, where appropriate.

#### **5.2 Protection in transit and at rest (high level)**

- use of protected channels for data transmission (e.g., TLS or equivalents, where applicable);
- provider/infrastructure-side protections for storage and services;
- encryption or equivalent controls depending on technical supply chain configuration, provider, and operational context.

Note: the specific level of controls may depend on the provider, plan, technical component, and service configuration at a given time.

#### **5.3 Logging, monitoring, and anomaly detection**

- collection of technical logs and error signals;
- stability/availability monitoring;
- detection of abuse attempts (bot, scraping, anomalous traffic), where implemented;
- minimum telemetry for capacity planning and troubleshooting.

#### **5.4 Anti-abuse and anti-automation protections**

- rate limiting;
- anti-bot/anti-scraping controls;
- limitations on APIs/high-consumption features;
- dynamic blocks or restrictions in case of suspected abuse.

#### **5.5 Application security and operational hardening (best-effort)**

- technical updates and patching according to reasonable operational cycles;
- review/configuration of pipelines and dependencies;
- logical separation among components where reasonable;
- containment measures in case of anomalous provider/model behavior (including an emergency kill switch for AI functions, where necessary).

## **5.6 Backup and resilience (high level)**

The Company may adopt backup, replication, or recovery mechanisms proportionate to the nature of the Service and the infrastructure used.

Full recovery is not guaranteed in every scenario and no SLA is implied absent a separate written agreement.

## **6. Retention and deletion (operational summary)**

### **6.1 Principles**

Retention follows, to the extent reasonably possible:

- minimization;
- purpose limitation;
- proportionality;
- security/anti-fraud needs;
- legal/accounting obligations;
- dispute management.

### **6.2 Types (high level)**

- Product/account data: until deletion, account closure, or applicable functional/contractual expirations;
- Technical/anti-fraud logs: for proportionate periods and extendable in case of incidents or disputes;
- Transient prompts/outputs: where possible, reduced/ephemeral retention compatible with debugging/security/provider constraints;
- Support tickets/compliance reports: for the time necessary for handling and reasonable audit.

Specific applicable and updated durations are governed by the Privacy Policy and/or the DPA (where applicable).

### **6.3 Deletion and limits**

Deletion requests are handled pursuant to the Privacy Policy and, where applicable, the DPA and applicable law.

Certain data may be retained beyond the request to the extent necessary for:

- legal obligations;
- legal defense;
- fraud prevention;

- system security;
- minimum evidence of transactions/consent/acceptance logs.

## **7. Incident response (summary)**

### **7.1 Incident handling**

The Company may adopt detection, containment, analysis, and restoration procedures in case of technical or security incidents, proportionate to Service size and risk.

### **7.2 Coordination with third-party providers**

In case of incidents within the supply chain (cloud, AI provider, payment provider, email provider), handling may also depend on the timelines and processes of the third-party provider.

### **7.3 Notifications**

Any notifications to users/customers/authorities will be managed to the extent required by applicable law, the Privacy Policy, the DPA, and any enterprise contracts.

## **8. Shared responsibility model (very important)**

### **8.1 Company responsibility**

GLOBAL MOUNTAIN GROUP LLC is responsible for governance of the DashaMap product and for the reasonable security and compliance measures implemented in the Platform, within the limits of the Service and applicable contractual documentation.

### **8.2 User / Enterprise customer responsibility**

The user remains responsible, inter alia, for:

- accuracy of entered data;
- lawful basis for third-party data uploaded/entered;
- secure management of credentials;
- compliant use of reports/outputs;
- not entering unnecessary sensitive data;
- managing shared links and exported materials;
- complying with their own privacy obligations toward end customers (white label/client portal), where applicable.

### **8.3 No absolute guarantee**

No security measure fully eliminates risk. The Company does not guarantee immunity from incidents, unlawful access, human error, advanced attacks, or third-party failures, notwithstanding adoption of reasonable prevention and containment measures.

## **9. Audit, due diligence, and enterprise requests**

### **9.1 Nature of the disclosure**

This Annex is a summary. Additional information may be provided upon request, compatible with:

- confidentiality;
- security;
- internal policies;
- proportionality of the request;
- enterprise plan/contract;
- any NDA.

## **9.2 No direct access to systems**

Absent an express written agreement, this Annex does not grant onsite audit rights, independent penetration testing rights, or access to the Company's systems.

## **9.3 Coordination with DPA and security questionnaire**

For enterprise customers, security/compliance requests may be managed via:

- DPA;
- security questionnaire;
- available attestations/documentation;
- supplementary annexes (e.g., Annexes I–K or updated versions thereof).

## **10. Limitations, no warranty, and non-SLA**

This Annex:

- does not constitute a guarantee of result;
- does not create any SLA, uptime commitment, binding RTO/RPO, or latency commitments;
- does not replace an MSA/Enterprise Agreement;
- does not expand the user's contractual remedies beyond those set forth in the ToS/DPA/executed agreements.

## **11. Language and precedence**

Unless otherwise contractually indicated, the English version (if provided as the controlling version) shall prevail in case of interpretive conflicts. The Italian version may be provided as a courtesy translation.

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# **ANNEX K**

## **QA / EVALUATION & RED-TEAM LITE**

### **(OPERATIONAL GOVERNANCE – SUMMARY)**

#### **K.1 Purpose of the Annex**

This Annex describes, in a concise and non-exhaustive manner, the internal governance approach adopted by DashaMap for quality, security, risk containment, and operational monitoring of AI functions.

This Annex:

- does not constitute a certification;
- does not constitute an independent audit;
- does not constitute a promise of performance or accuracy;
- does not create any SLA or obligation of result toward the user.

## **K.2 Internal quality baseline (internal minimum acceptance baseline)**

The Company may define and update a minimum internal quality baseline for admission, maintenance, or replacement of AI providers/models/functions within the Service pipeline.

The baseline may include, by way of example:

- general consistency with the edutainment/symbolic purpose;
- compatibility with security policies and claim-containment policies;
- operational error rate (e.g., timeouts, failure rate) within reasonable internal thresholds;
- absence of behaviors manifestly incompatible with the AUP;
- minimally acceptable outcomes on selected internal tests.

The baseline is an internal governance tool and does not grant subjective rights to users, does not guarantee output uniformity, and does not eliminate the risk of hallucinations, bias, or errors.

## **K.2-bis Dynamic baseline and discretionary review**

The internal quality baseline may be modified, tightened, or relaxed over time based on:

- incidents;
- provider/model changes;
- product evolution;
- new risk classes;
- legal/compliance requirements;
- evidence collected through QA, tickets, technical logging, or monitoring.

Such internal changes may be adopted without individual notice and do not constitute a material change to the contract, except as otherwise required by mandatory rules.

## **K.3 Control categories (QA domains)**

QA / evaluation / red-team lite activities may concern, by way of example:

1. Security and policy compliance:
  - compliance with filters and blocks on prohibited content;
  - refusal or mitigation of high-risk requests (medical/legal/financial);
  - basic resistance to known prompt injection/jailbreak techniques.

2. Narrative/edutainment quality:
  - tone consistent with the symbolic purpose;
  - reduction of overly assertive claims;
  - clarity of non-reliance, where relevant.
3. Consistency with deterministic components (where applicable):
  - correct descriptive handling of deterministic results;
  - reduction of reformulation errors regarding dates/numbers/time windows.
4. Operational stability:
  - timeouts, error rate, fallback, provider degradation;
  - material differences due to multi-provider routing.
5. Privacy/safety by design:
  - reduction of unnecessary requests for sensitive data;
  - control of nudging risk toward excessive data.

### **K.3-bis Anti-nudging control and prompt hygiene (specific)**

The Company may include in internal tests cases intended to verify whether an AI function:

- improperly requests or suggests sensitive/unnecessary data;
- uses wording that pushes the user to disclose excessive information;
- confuses strictly necessary data with optional data.

If such behaviors are identified, the Company may adopt reasonable corrective measures (for example, prompt/template updates, filters, fallback responses, temporary deactivation of a function/provider).

### **K.4 Summary methodology (best-effort, risk-based)**

The Company adopts a practical, proportionate, and risk-based approach. Checks may include:

- manual tests on predefined prompts/cases;
- regression checks on known scenarios;
- spot checks on critical functions;
- review of user tickets/reports;
- analysis of technical events (errors, failover, anomalies);
- monitoring of qualitative/security drift.

The frequency, depth, and breadth of tests are determined internally and may vary over time depending on risk, resources, and Service evolution.

### **K.5 No guarantee of complete coverage**

QA / red-team lite activities do not guarantee:

- detection of every defect;
- prevention of every abuse;
- interception of every hallucination;

- total output stability;
- absence of variations due to provider/model drift.

Failure to detect an issue does not imply approval of the behavior nor waiver of the Company's rights.

#### **K.6 Escalation and containment criteria (operational governance)**

In the presence of anomalous behaviors, unsafe outputs, material regressions, or compliance risk, the Company may apply proportionate escalations, including:

- prompt/template adjustments;
- activation of additional filters;
- limitation of specific functions;
- rerouting to alternative providers;
- suspension of the model/provider;
- activation of an emergency kill switch;
- updating documentation/changelog, where deemed appropriate.

#### **K.7 Internal evidence, logging, and auditability (limits)**

The Company may maintain internal QA and governance evidence (e.g., test cases, outcomes, operational notes, tickets, timestamps, incident reviews, routing/provider decisions) for purposes of security, continuity, improvement, and internal audit.

Retention, level of detail, and access to such evidence are managed on a need-to-know basis and pursuant to privacy/security and internal policies. Such evidence is not necessarily public or fully shareable with users/third parties.

#### **K.7-bis No obligation to disclose test suites, internal prompts, or proprietary metrics**

For security, abuse prevention, IP protection, and system integrity reasons, the Company is not required to disclose:

- internal test suites;
  - internal prompts;
  - proprietary scoring/evaluation metrics;
  - internal thresholds;
  - detailed operational checklists,
- except as required by mandatory law or written enterprise agreements.

#### **K.8 Linkage with Annexes B, C, D, and G**

The activities described in this Annex are coordinated with:

- Annex B (multi-provider & routing),
- Annex C (risk register and mitigations),
- Annex D (AI AUP),
- Annex G (changelog/versioning).

In the event of incidents, drift, or regressions, the Company may intervene technically prior to documentation updates, where necessary for risk containment and business continuity.

#### **K.9 No certifications / no regulatory reliance**

Unless expressly stated in a written contractual agreement, this Annex does not constitute:

- a regulatory compliance certification;
- an independent audit attestation;
- a statement of absolute technical compliance;
- a guarantee of complete security;
- a promise of absence of bias or errors.

Users must not rely on this Annex as a substitute for their own legal, technical, or compliance assessments.

#### **K.10 Continuous improvement (best-effort, no obligation of result)**

The Company may adopt a continuous improvement process on a best-effort basis, consistent with resources, priorities, risk, and the product roadmap. Adoption of improvements does not create an obligation to implement specific user requests nor guarantee definite correction timelines.