

RAJWANI ONE LLC | NILE

NILE PRIVACY POLICY

B2B sourcing marketplace legal document

Last updated: September 18, 2026 | Effective date: September 18, 2026

This Privacy Policy explains how **Rajwani One LLC** (“NILE,” “we,” “us,” or “our”) collects, uses, discloses, stores, and protects personal data through the NILE website at www.nile-source.com, the NILE mobile application, and related services (collectively, the “Platform”).

The Platform is intended for business-to-business use. Business information can still be personal data when it identifies an individual, such as an authorised representative, employee, sole trader, Buyer, Seller, reviewer, or support contact.

1. Who is responsible for personal data

NILE is generally the controller of personal data used to operate and secure the Platform, administer accounts and subscriptions, facilitate commercial workflows, moderate content, provide support, analyse use, and comply with law.

In limited circumstances, NILE may process personal data solely on documented instructions for a business User. The applicable role depends on the facts and law; labelling information “User Content” does not by itself determine whether NILE is a controller or processor. Where a separate data-processing agreement is legally required, it will govern that processing.

Buyers and Sellers are independently responsible for personal data they obtain or use for their own business purposes, including data used to negotiate, perform, deliver, support, or enforce a transaction with another User.

2. Personal data we collect

Depending on how a person or business uses the Platform, we may collect the following categories.

2.1 Account and identity information

- name, work email address, telephone number, job title, user role, login and authentication identifiers;
- account status, email-verification status, security and access records;

- onboarding and application progress, including which required account or business information remains outstanding, the date of the most recent update to the account or its business records, and internal review, assignment, and account-management records; and
- information showing authority to represent a business.

NILE does not receive or store a User's complete payment-card number. Passwords and authentication credentials are handled through authentication and security providers in accordance with their technical controls.

2.2 Business and Seller information

- company name, type, description, registration and trade-licence information;
- business addresses, operating locations, industry, categories, capabilities, and contact details;
- authorised-signatory details and business-verification or onboarding documents;
- company logos, profile images, product images, catalogues, certifications, licences, and other submitted materials; and
- subscription tier, feature entitlements, limits, status, and renewal information.

2.3 Marketplace and commercial-workflow information

- Listings, product and service information, indicative prices, quantities, specifications, and attributes;
- favourites, ratings, reviews, searches, category views, and expressions of interest;
- Inquiries, Quotes, quote items, revisions, responses, and related statuses;
- chat membership, messages, attachments, and system-generated workflow messages;
- proforma invoices, payment proofs, payment-confirmation records, transaction references, and related metadata;
- order records, fulfilment stages, delivery information, buyer approvals, issues, and event history; and
- commercial invoices, packing lists, transport documents, proof of delivery, certificates, inspection records, customs or insurance records, production updates, and other documents exchanged through order workflows.

NILE provides workflow and record-exchange tools but does not receive or hold the purchase price for Buyer–Seller transactions. Payment proofs and Platform statuses may reflect information supplied or confirmed by Users and do not independently establish that an external payment or delivery occurred.

2.4 Cargo-provenance information

For unclaimed-cargo Listings, we may collect acquisition-route information, customs status and jurisdiction, custodian and location information, transport references, attestations, evidence documents, document metadata, review decisions, expiry dates, and audit events.

Private cargo evidence may contain names, signatures, identifiers, reference numbers, container or shipment information, ownership or authority documents, and customs or logistics records. Private

evidence is not intended to appear in public product responses. Public views may display a limited status, clearance category, and validity dates.

2.5 Subscription, billing, and financial records

- selected plan, billing period, amount, currency, tax, invoice number and date;
- subscription, renewal, cancellation, failed-payment, and refund records; and
- payment-provider customer, subscription, invoice, and transaction identifiers.

Complete card details are processed by the payment provider rather than stored by NILE.

2.6 Communications and support

- emails, support requests, complaints, reports, survey answers, and feedback;
- transactional email, SMS, and push-notification delivery information; and
- communication preferences and consent records.

2.7 Device, usage, and technical information

- IP address, device and browser type, operating system, app version, language, time zone, and device identifiers;
- authentication-session information, security events, logs, crash reports, diagnostic and performance data;
- push-notification tokens and notification preferences;
- cookie, local-storage, and similar technology data; and
- approximate location inferred from IP or location/address information a User chooses to submit. We do not seek precise device location unless a feature clearly requests it and the User grants the required permission.

3. How we obtain personal data

We obtain personal data:

- directly from Users and their authorised representatives;
- from another User involved in an Inquiry, Quote, chat, order, complaint, or other commercial workflow;
- from uploaded documents and content;
- automatically through use of the Platform and its security, cookie, logging, analytics, and diagnostic technologies;
- from payment, authentication, hosting, communications, mapping, and other service providers; and
- from public records or lawful third-party sources used for business or compliance checks.

Users must have a lawful basis and provide required notices before submitting personal data about another person.

4. Why we process personal data

We process personal data for the following purposes:

- create, authenticate, secure, and administer accounts;
- review account, business, and Seller information;
- assess and progress account registration, verification, and onboarding, including prioritising applications awaiting review, identifying incomplete applications, and contacting a User about completing their own application or account;
- assist a User with account setup, information entry, or document submission where the User asks us to do so;
- publish profiles and Listings according to the User's settings and Platform design;
- enable discovery, favourites, Inquiries, Quotes, chats, ratings, reviews, and notifications;
- administer proforma-invoice, payment-proof, order, document, fulfilment, buyer-review, and cargo-provenance workflows;
- provide, bill, renew, cancel, and support subscription plans;
- provide customer support and respond to complaints, legal notices, and intellectual-property reports;
- prevent fraud, spam, abuse, security incidents, unauthorised access, prohibited trade, and breaches of Platform rules;
- moderate content and enforce the Terms and Conditions;
- maintain records, investigate disputes, establish or defend legal claims, and comply with lawful requests;
- measure performance, diagnose errors, conduct analytics, develop features, and improve the Platform;
- send operational communications and, where permitted, marketing communications; and
- comply with tax, accounting, corporate, sanctions, export-control, data-protection, and other legal obligations.

5. Legal bases

The legal basis depends on the processing and applicable law. We rely on one or more of the following where available:

- **contractual necessity:** to create and administer an account, supply subscription and Platform services, and take requested pre-contract steps;
- **legal obligations:** to comply with tax, accounting, corporate, regulatory, security, court, and government requirements;
- **legitimate interests:** to operate and improve a B2B marketplace, secure the Platform, prevent fraud, support Users, moderate content, maintain records, and protect legal rights, where those interests are not overridden by an individual's rights;

- **consent:** for optional cookies, marketing, device permissions, push notifications, or other processing where consent is legally required; and
- **legal claims and other statutory grounds:** where processing is necessary to establish, exercise, or defend rights or another ground under applicable data-protection law applies.

Where processing is based on consent, consent may be withdrawn through the available setting or by contacting us. Withdrawal does not affect processing already lawfully carried out.

6. Public information and disclosure between Users

Seller company profiles, Listings, business descriptions, logos, product images, categories, public contact information, Premium membership status, ratings, reviews, and limited verification or cargo-status information may be visible publicly or to registered Users as indicated by the Platform.

Information in Inquiries, Quotes, chats, orders, documents, and related workflows is shared with the relevant participating Users and authorised administrators. Users receiving that information are independently responsible for their subsequent use of it.

Authorised NILE personnel may access account, business, verification, onboarding, and workflow information where necessary for their role. Access is limited by role, and personnel responsible for a defined set of accounts are limited to those accounts.

Users should not upload personal, confidential, regulated, or commercially sensitive information unless it is necessary and they are authorised to share it. Public information may be indexed, copied, or retained by third parties outside NILE's control.

7. Who receives personal data

We may disclose personal data to:

- Buyers, Sellers, and their authorised representatives as required for Platform features and commercial workflows;
- cloud hosting, database, authentication, storage, content-delivery, cybersecurity, analytics, error-monitoring, and technical-support providers;
- payment and subscription providers, including Stripe;
- email, SMS, and push-notification providers, including SendGrid, Twilio, and Firebase;
- mapping and location-service providers, including Google Maps, when the relevant feature is used;
- professional advisers, auditors, insurers, banks, and corporate-service providers;
- courts, regulators, law-enforcement, customs, tax, or other government authorities where disclosure is legally required or reasonably necessary to protect rights and safety;
- a prospective or actual buyer, investor, lender, affiliate, or successor in connection with financing, restructuring, merger, sale, or transfer of all or part of the business, subject to appropriate confidentiality safeguards; and
- another person where the individual directs us or validly consents.

Service providers are permitted to process personal data only for the relevant services and under applicable contractual and legal safeguards. The provider list and Platform architecture may change over time.

8. International transfers

NILE is established in the United Arab Emirates, and the Platform uses service providers and infrastructure that may process data in the UAE, India, the United States, and other countries where NILE, Users, or providers operate.

Where required, we use legally recognised transfer mechanisms and contractual, technical, and organisational safeguards. These may include transfers to jurisdictions recognised as providing adequate protection, contractual protections, and supplementary security measures. Users may contact us for information about the safeguards applicable to a particular transfer, subject to confidentiality and security restrictions.

9. Retention

We retain personal data only for as long as reasonably necessary for the purposes described in this Policy, including to provide the Platform, preserve transaction and security records, comply with legal or accounting duties, resolve disputes, and enforce agreements.

Retention depends on the nature of the data, account and subscription status, the sensitivity and risk of the data, the duration of a Buyer–Seller relationship, applicable limitation periods, legal-preservation requirements, and whether deletion would affect another User’s legitimate records.

In general:

- account and profile data is retained while the account is active and for a reasonable period afterwards;
- subscription, invoice, tax, and accounting records are retained for the period required by applicable law;
- commercial-workflow, order, document, audit, safety, and dispute records may be retained to preserve integrity, comply with law, and establish or defend rights;
- security, diagnostic, and technical logs are retained according to operational and risk-based schedules; and
- backups are deleted or overwritten on a rolling schedule, subject to legal holds and technical constraints.

Deletion of an account does not automatically erase records that NILE or another User must retain lawfully. We may anonymise data so that it no longer identifies an individual and use that anonymous data without further notice.

10. Security

We use technical and organisational measures designed to protect personal data against unauthorised access, loss, misuse, alteration, or disclosure. Measures may include access controls, encryption in transit and where appropriate at rest, logging, restricted administrative privileges, private object storage, short-lived authorised download links, backups, and vendor security controls.

No system is completely secure. Users must protect their credentials, use authorised devices, review counterparties carefully, and notify us promptly of suspected compromise. Users should not send payment credentials or unnecessary sensitive personal data through chat.

If a personal-data breach occurs, we will assess and make notifications to affected individuals and competent authorities where required by applicable law.

11. Individual rights

Depending on the applicable law and circumstances, an individual may have rights to:

- obtain information about processing and request access to personal data;
- correct inaccurate or incomplete data;
- request erasure;
- restrict or object to processing;
- receive or transfer certain data in a portable format;
- withdraw consent;
- object to direct marketing;
- obtain information about safeguards for international transfers;
- request review of a decision based solely on automated processing where applicable; and
- submit a complaint to the UAE Data Office or another competent supervisory authority.

To exercise a right, contact contact@nile-source.com. We may verify identity and authority, ask for information needed to locate the data, and apply lawful exemptions. If a request concerns data controlled independently by a Buyer or Seller, we may direct the requester to that business.

12. Automated processing, ranking, and recommendations

The Platform may use automated rules to authenticate sessions, prevent abuse, apply subscription limits, rank or recommend content, calculate metrics, route notifications, or support moderation. Some Platform and administrative screens display information derived from a User's own records rather than separately collected — for example an onboarding status calculated from the account and business information already supplied, or the date of the most recent update to an account. Derived indicators of this kind inform human review. NILE does not currently intend to make decisions producing legal or similarly significant effects on individuals solely through automated processing; account approval, rejection, suspension, and similar decisions are made by a person. If that changes, we will provide any notice and safeguards required by law.

13. Cookies and similar technologies

The website and app use cookies, local storage, SDKs, and similar technologies for authentication, security, preferences, functionality, push notifications, error monitoring, and performance. Further information and available controls are described in the Platform's Cookie Policy.

Where required, optional technologies are used only after the appropriate choice or consent. Browser, device, and Platform settings can affect functionality.

14. Marketing and notifications

We may send operational messages about accounts, security, Inquiries, Quotes, chats, orders, subscriptions, documents, and legal or service changes. These messages are necessary for the requested Platform service and may not always be optional.

Marketing messages are sent only where permitted. Recipients can use an unsubscribe link or relevant preference setting. Disabling marketing does not disable necessary service communications.

Push notifications require device permission and can be controlled through device or Platform settings. SMS and carrier charges may apply where SMS is used.

15. Children

The Platform is for business users aged 18 or older and is not directed to children. We do not knowingly collect children's personal data. A person who believes a child provided personal data should contact us so we can investigate and take appropriate action.

16. Third-party services and links

The Platform may link to or integrate with third-party websites and services. A third party may process personal data under its own privacy notice when a User visits or uses that service. NILE is not responsible for an independent third party's privacy practices.

17. Changes to this Policy

We may update this Policy to reflect changes in the Platform, law, providers, or processing. We will publish the revised Policy and update the date above. We will provide additional notice or seek consent where required for a material change.

18. Contact and complaints

Questions, rights requests, privacy complaints, or breach reports may be sent to:

Rajwani One LLC

Email: contact@nile-source.com

Website: www.nile-source.com

Trade licence number: 2540945.01

Registered office: Shams Business Center, Sharjah Media City Freezone, Al Messaned, Sharjah, UAE

Phone: +971 55 734 6646

Individuals may also complain to the UAE Data Office or another competent supervisory authority applicable to them. We encourage contacting NILE first so we can try to resolve the concern.