



SECURITY & COMPLIANCE

Accessibility statement

Commitment, status, feedback channel and known limitations.

Product	Andrea AI
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Preamble, nature and effect of this document

Niltech Europe S.r.l., with registered office at Via Calmaggione 5, 31100 Treviso (TV), Italia, VAT No. IT 05614380268 ("Niltech"), adopts this document in order to state accessibility commitment, verified scope, known limitations, feedback channel and remediation process.

This document is a corporate transparency and accountability record. It is not a third-party certification, legal opinion addressed to persons other than the company, absolute security warranty or blanket compliance statement; contractual commitments arise solely from the applicable agreements.

This statement describes digital-accessibility commitments and the reporting channel. Applicability is assessed in light of Directive (EU) 2019/882, Italian Legislative Decree No. 82 of 27 May 2022 and other rules relevant to the entity and service.

Personal and material scope

The objective scope includes Andrea AI, its public interfaces and processing strictly connected with the described functions. The commercial website and document library are published on andreaaiagent.com and use Bluehost infrastructure, MySQL and server mail transport. The application is made available through the separate andreaai.net domain on Hetzner infrastructure; Pinecone, Cloudflare, OpenAI and Google Gemini are involved only within the functions and agreements applicable to them.

The relevant operations concern document and image intake and analysis, policy-reading support, estimates and report drafts, case-file organisation, and ESG indicators only where supported by verifiable data. Potential information categories are: contact and prospect data on the website; in the application, case data, documents, images, notes, technical metadata and AI-assisted outputs according to configuration and contract. The actual privacy role, lawful basis and extent of processing depend on the contractual relationship and the lawful instructions of the party determining purposes and essential means.

Definitions and interpretation

- "Service" means the Andrea AI functions made available under the agreement.
- "Customer" means the legal person or professional entering into the agreement with Niltech.
- "Authorised User" means an individual enabled by the Customer to use the Service under its responsibility.
- "Customer Data" means data, documents, images, instructions and other content submitted or generated on the Customer's behalf.
- "Assisted Output" means a result produced through automated rules or artificial-intelligence components and subject to the stated controls.
- "Further Supplier" means a third party providing Niltech with a technical service relevant to the documented scope.



- “Incident” means an event compromising or capable of compromising confidentiality, integrity, availability, authenticity or resilience.
- “Business Day” means a day other than Saturday, Sunday or an Italian national public holiday.

Specific duties and safeguards

1. Within its assigned role and without prejudice to the Customer’s responsibilities, Niltech shall use semantic structure, labels and coherent reading order. The applicable file identifies the owner, scope, dependencies, acceptance criterion and evidence; absent those elements, the safeguard is not treated as demonstrated.
2. Within its assigned role and without prejudice to the Customer’s responsibilities, Niltech shall ensure keyboard use, visible focus and no traps. The applicable file identifies the owner, scope, dependencies, acceptance criterion and evidence; absent those elements, the safeguard is not treated as demonstrated.
3. Within its assigned role and without prejudice to the Customer’s responsibilities, Niltech shall verify contrast, resizing, reflow and non-text content. The applicable file identifies the owner, scope, dependencies, acceptance criterion and evidence; absent those elements, the safeguard is not treated as demonstrated.
4. Within its assigned role and without prejudice to the Customer’s responsibilities, Niltech shall associate understandable errors and instructions with controls. The applicable file identifies the owner, scope, dependencies, acceptance criterion and evidence; absent those elements, the safeguard is not treated as demonstrated.
5. Within its assigned role and without prejudice to the Customer’s responsibilities, Niltech shall test shared components with automated tools and manual review. The applicable file identifies the owner, scope, dependencies, acceptance criterion and evidence; absent those elements, the safeguard is not treated as demonstrated.
6. Within its assigned role and without prejudice to the Customer’s responsibilities, Niltech shall offer feedback channel and equivalent alternative during remediation. The applicable file identifies the owner, scope, dependencies, acceptance criterion and evidence; absent those elements, the safeguard is not treated as demonstrated.

Commitment

Niltech aims to make the site and relevant functions perceivable, operable, understandable and robust, with attention to keyboard use, focus, contrast, semantic structure, labels and responsive layout.

Status

This statement describes an improvement programme and is not a third-party conformance attestation. Automated tests do not replace manual and assistive-technology checks.

Document content

Documents are provided in HTML and searchable PDF where published. For alternative formats or support, contact Niltech with page, issue, assistive technology and preferred format.

Feedback

Write to info@nil-tech.net. Reports are logged, assessed and routed to the responsible team; priority and response depend on impact.

Scope, audience and status of this document

This document is intended for customers, prospects, authorised users, advisers and control functions needing to understand the Andrea AI scope. Its specific objective is to state accessibility commitment, verified scope, known limitations, feedback channel and remediation process. It applies to the stated document revision and date and must be read with the applicable agreement, order, DPA, technical specifications and controlled procedures.



The commercial website and document library are published on andreaaiagent.com and use Bluehost infrastructure, MySQL and server mail transport. The application is made available through the separate andreaai.net domain on Hetzner infrastructure; Pinecone, Cloudflare, OpenAI and Google Gemini are involved only within the functions and agreements applicable to them.

Executed agreements and actually approved configurations prevail in case of inconsistency. Public information describes the control programme; it does not turn optional provider capabilities into Niltech controls or automatically attest legal applicability or satisfaction.

Exceptions, non-conformity and escalation

A deviation is not accepted by custom. The owner records the affected requirement, cause, impact, exposed data and persons, compensating measures, approver, expiry and closure criterion. The exception is reviewed if risk changes or a measure does not work as expected.

Incidents, possible unlawful processing, loss of data control, outputs with severe impact, contractual breaches, unapproved suppliers or unreliable evidence must be escalated without delay. Current Legal and functional scope: The documented scope includes the commercial website, the public library and, where expressly stated, processing connected with the application.

- contain risk and suspend the affected phase where needed
- preserve evidence, timing, decisions and communications
- involve privacy, security, product, legal or management owners as appropriate
- resume only after measure verification and documented authorisation

Review, change and improvement

The document is reviewed at least every six months and earlier when purpose, audience, data, GDPR or AI Act role, supplier, model, architecture, location, contractual terms or legal requirements change. Incidents, complaints, failed tests and new vulnerabilities trigger an extraordinary review.

Each review records inputs, participants, decision, changes, superseded evidence, remaining gaps and next date. Material corrections are published without retroactively altering the prior document revision. Contact and requests: info@nil-tech.net.

- check change register and related documents
- retest affected controls
- update manifest, PDF, HTML and hashes
- notify recipients where the change affects their rights or duties

Legal scope and assessment criterion

Applicability of Italian Legislative Decree 82/2022 and other accessibility law depends on the nature of the service, obligated entity, any exclusions and relationships with consumers or public administrations. Voluntary adoption of WCAG does not amount to certification or replace any prescribed declaration model.

Assessment covers keyboard navigation, focus, semantic structure, accessible names, contrast, resizing, reflow, errors, language, downloadable documents and assistive technologies. Automated tests alone do not prove accessibility; they are supplemented by manual review and recorded limitations.

Feedback and remediation

Feedback may identify page or document, inaccessible function, assistive technology and requested alternative format. Niltech acknowledges receipt, assesses impact and remedy and communicates the outcome within a reasonable period; urgent requests connected with rights or deadlines are prioritised.

Remediation is verified against the reported problem and regression risk. Disproportionate burden or an exemption is invoked only after documented assessment and does not remove the duty to offer an accessible alternative



where possible.

Allocation of responsibility and reliance limitations

Within its sphere of responsibility, the Customer warrants the lawfulness of submitted data and instructions, user authorisation, suitable lawful bases and notices, and professional verification of outputs. Niltech remains responsible for activities directly under its control and does not assume the Customer's regulatory, professional or decision-making functions.

Outputs from Andrea AI are auxiliary. Unless expressly agreed and subject to mandatory law, they are not legal advice, an expert determination, insurance decision, liability finding, credit assessment or other reserved professional act. The recipient must examine sources, completeness, consistency and consequences before use.

Nothing excludes liability that cannot lawfully be excluded. Outside those cases, attribution, remedies, limitations and quantification principles follow the applicable agreement, taking account of contributory conduct, mitigation duties and foreseeability under the governing law.

Evidence, review, requests and governing law

Every material assertion must be traceable to a contract, approved configuration, register, minutes, test, log or other reliable evidence. Supplier statements and Niltech controls are kept distinct. Absence of incidents is not, by itself, proof that a measure is effective.

Revisions are dated, reasoned and approved. A later revision does not retroactively alter facts or commitments applicable to earlier periods. Published copies are identified by code, date and cryptographic digest; those elements evidence copy integrity, not the substantive effectiveness of described controls.

Reports, clarification requests, rights requests and complaints may be sent to info@nil-tech.net. Niltech verifies identity and authority where necessary, records the request, responds within applicable periods and communicates any reasoned extension or refusal.

Unless mandatory law or a written agreement provides otherwise, Italian law governs interpretation. The Italian text is controlling; the English translation is provided for convenience.

Official sources and legal date

References checked on 2026-07-29. Applicability, role and any relevant commencement dates must be reassessed against the concrete facts.

- Directive (EU) 2019/882 — Accessibility requirements for products and services
- Italian Legislative Decree No. 82 of 27 May 2022 — implementation of the European Accessibility Act
- Agency for Digital Italy — Accessibility and usability

Document control: the copy identified in the manifest through its SHA-256 digest is the document edition published on the stated date. The header seal is neutral corporate artwork and is not a digital signature, third-party attestation or certification.