



SECURITY & COMPLIANCE

Extended notice on cookies and other tracking technologies

Storage technologies and the distinction between website and application.

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 make website and application storage or access technologies, duration, purpose and legal basis understandable.

This document is a notice provided to data subjects. Consent is not required where processing relies on another lawful basis; where consent is necessary, it is requested separately in a freely given, specific, informed and withdrawable manner.

The applicable framework includes Article 122 of the Italian Data Protection Code, Directive 2002/58/EC, Articles 4, 7, 12 and 13 GDPR, and the Italian Supervisory Authority's Guidelines of 10 June 2021 on cookies and other tracking technologies.

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 maintain a separate inventory for the commercial site and application. 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 classify each technology as necessary or non-essential based on its actual function. 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 block non-essential technologies until a valid choice is made. 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 make refusal, withdrawal and preference changes straightforward. 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 align declared duration, cookie attributes and actual configuration. 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 review inventory and banner after every new integration or script. The applicable file identifies the owner, scope, dependencies, acceptance criterion and evidence; absent those elements, the safeguard is not treated as demonstrated.

Commercial site

The site uses only technologies needed for operation, language, security and actually configured forms. Any analytics or third-party content must be inventoried before activation.

Application

The application may use cookies or local storage strictly needed for session, authentication, security and workflow continuity. They are not intended for advertising.

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Consent and controls

Non-essential technologies require prior assessment, notice and, where required, revocable consent. Blocking essential technologies may prevent the authenticated service.

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 make website and application storage or access technologies, duration, purpose and legal basis understandable. It applies to the stated document revision and date and must be read with the applicable agreement, order, DPA, technical specifications and controlled procedures.



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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

Technology inventory and responsibilities

The commercial website may set technical session cookies and an anti-CSRF token when the user interacts with forms or functions requiring a session. They route the request correctly and prevent unlawful submissions; they are not used for advertising profiling.

For each technology, the controlled register must state name, owner, domain, purpose, data or identifiers read, duration, first- or third-party nature, lawful basis and withdrawal method. Classification as “necessary” depends on the actual function, not the supplier’s label.

Non-essential technologies and consent

Non-essential analytics, behavioural advertising, social plug-ins and third-party content accessing the terminal may not load before the user’s choice where consent is required. The banner must make rejection as immediate as acceptance, allow granular choices, record consent and provide simple withdrawal; refusal may not impair functions unrelated to the refused technology.



Browser settings may delete or block cookies but do not replace the website consent mechanism. Any tracking change is subject to inventory, legal assessment and technical testing before publication.

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.

- Regulation (EU) 2016/679 (GDPR)
- Directive 2002/58/EC (ePrivacy)
- Italian Legislative Decree No. 196 of 30 June 2003 — Data Protection Code
- Italian Supervisory Authority — Guidelines on cookies and other tracking tools, 10 June 2021

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