



SECURITY & COMPLIANCE

Portability, export, deletion and exit

Formats, exit assistance, deletion and dependencies.

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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 define orderly request, extraction, verification, delivery, migration, deletion and service-closure arrangements.

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 document coordinates personal-data portability, contractual data return and switching between data-processing services. These rights have different legal conditions and must not be conflated; applicable format, scope and charges are determined by law and contract.

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 verify requester authority and contractual scope. 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 agree dataset, format, metadata, period and channel. 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 completeness, integrity and readability before delivery. 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 protect exports with suitable authorisation, encryption or channels. 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 manage dependencies, derived data, residual copies and legal holds. 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 close with shared record, evidence and remaining responsibilities. The applicable file identifies the owner, scope, dependencies, acceptance criterion and evidence; absent those elements, the safeguard is not treated as demonstrated.

Export

Data is exported in product-supported or agreed formats with metadata needed to understand it. Software copies, secrets, other customers' logs and protected material are excluded.

Exit procedure

- define scope, authorisations and cut-off date
- export, completeness check and protected transfer
- revoke access and close integrations
- documented deletion or legal retention

Timing and costs

Timing, volume, formats, assistance and fees are governed by contract. Niltech does not publish unexecuted technical targets.

Regulatory portability

Concrete applicability depends on Niltech's role, the customer, sector, intended use, data categories and configuration. Conclusions are reviewed whenever one of those elements changes.



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 define orderly request, extraction, verification, delivery, migration, deletion and service-closure arrangements. 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

Distinction between GDPR portability, contractual export and switching

Article 20 GDPR portability concerns personal data provided by the individual, processed by automated means on consent or contract, and does not equate to export of an entire file or necessarily include inferred data, third-party rights or secrets. The controller determines applicability and protects others' rights.

Contractual export concerns Customer Data in agreed formats and limits. Data Act switching duties are assessed separately according to classification of the data-processing service, exclusions and the commencement of each provision; this policy neither assumes nor excludes applicability.



Orderly exit procedure

The request identifies account, scope, format, authorised recipient, channel and deadline. Before delivery, Niltech verifies authority, availability, security, third-party rights and legal holds. Integrity and delivery are documented without promising unagreed interoperability.

After the exit period, access is revoked and data are deleted or returned under the DPA and schedule. Backups expire under the documented cycle; data legally required to be retained remain isolated and are not processed for other purposes.

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)
- Regulation (EU) 2023/2854 (Data Act)

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.