



SECURITY & COMPLIANCE

Retention, deletion, rights and complaints

Retention, deletion and rights-management criteria.

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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 retention and deletion criteria linked to purposes, instructions, duties, technical copies and data-subject rights.

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.

Retention is determined by necessity and proportionality, having regard to purposes, controller instructions, legal duties, the establishment or defence of claims and documented technical cycles. Storage availability or operational convenience does not by itself justify further retention.

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 inventory datasets, systems of record, copies, logs, exports and backups. 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 associate trigger, period, basis, owner and deletion method. 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 distinguish logical, physical, cryptographic and deferred deletion. 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 manage legal holds and conflicts with duties or defence of claims. 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 coordinate access, rectification, restriction, portability and objection. 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 produce verifiable evidence and communicate exceptions to the controller. The applicable file identifies the owner, scope, dependencies, acceptance criterion and evidence; absent those elements, the safeguard is not treated as demonstrated.

Principles

Data is retained for the period needed for purpose, contract, security and obligations. Each category must have a trigger, duration, final action, owner, system and evidence.

Periods are determined by purpose, legal duty, documented instruction and the need to establish or defend claims. The controlled register identifies the applicable period or criterion for each category, affected copies, deletion method and supporting evidence.

Deletion

Deletion follows authorised request, identity and scope verification, legal-hold checks, execution across applicable systems and outcome recording. Continuity-copy cycles follow the verified schedule.

Rights

Access, rectification, deletion, restriction, objection and portability are handled by role. For customer data Niltech assists the controller; for its own data it responds directly.

Complaints and contact

Requests may be sent to info@nil-tech.net. Individuals retain the right to complain to the Italian data protection authority or the competent authority.



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 retention and deletion criteria linked to purposes, instructions, duties, technical copies and data-subject rights. 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

Retention schedule and criteria

Each category must have a purpose, trigger, period or criterion, affected system and copies, basis, owner, deletion method, exception and evidence. Indefinite wording such as “as long as necessary” is not sufficient without identifying who assesses necessity and under what parameters.

Periods are determined by purpose, legal duty, documented instruction and the need to establish or defend claims. The controlled register identifies the applicable period or criterion for each category, affected copies, deletion method and supporting evidence.



Backups, security logs, temporary copies, correspondence and account data follow distinct cycles. Expiry in the primary system does not imply instantaneous deletion from backups; backups remain segregated, are not ordinarily reused and expire under the documented cycle.

Deletion, legal hold and requests

Deletion is logical or physical according to medium and risk, covers identifiable indexes and operational copies and produces proportionate evidence without retaining the deleted data. A legal duty, authority order or concrete need to defend a claim may suspend it through a limited, approved and reviewed legal hold.

Requests are assessed by the competent controller; erasure and portability are not absolute. Any refusal or restriction states the applicable basis and available remedies without disclosing third-party data or compromising protected secrets.

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)
- Italian Legislative Decree No. 196 of 30 June 2003 — Data Protection Code

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