



SECURITY & COMPLIANCE

General terms of service and acceptable use policy

Public rules for access, responsibility and permitted use.

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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 access, licence, user responsibilities, prohibited use, security, suspension, termination and relationship with the executed agreement.

These provisions become binding to the extent accepted, incorporated into an order or made part of the applicable agreement. In case of conflict, mandatory law, the DPA for processing matters, the executed order, special terms and these general terms prevail in that order.

These terms are governed by the Italian Civil Code, Legislative Decree No. 70 of 9 April 2003 and, where the recipient qualifies as a consumer, the mandatory provisions of Legislative Decree No. 206 of 6 September 2005. Clauses requiring specific approval remain subject to the applicable formalities.

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 enable only authorised organisations and users with personal credentials. 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 require lawful, relevant data collected with appropriate authorisations. 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 prohibit control circumvention, abusive scraping, malware and destructive testing. 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 prohibit high-impact decisions based solely on unreviewed outputs. 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 provide proportionate suspension with recording, communication and 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 govern data return, account closure and surviving obligations. The applicable file identifies the owner, scope, dependencies, acceptance criterion and evidence; absent those elements, the safeguard is not treated as demonstrated.

Contract scope

These terms are a public summary. Order, contract, DPA, specifications and agreed levels control. Access requires an authorised organisation and named users.

Permitted use

Intended use: 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; audience: insurance professionals, adjusters and organisations managing documentary review and damage assessment.

Users must verify authorisations, data accuracy, outputs and professional decisions.

Prohibited use

- unauthorised access, control circumvention or destructive testing
- unlawful, harmful or unjustified content
- solely automated decisions with significant effects without adequate review and basis
- reverse engineering, resource abuse or credential sharing

Suspension, liability and changes

Niltech may restrict or suspend access for risk, abuse or legal duty. Liability, warranties, termination and forum are governed by the applicable contract; material changes are notified under those terms.



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 access, licence, user responsibilities, prohibited use, security, suspension, termination and relationship with the executed agreement. 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

Contract formation and document hierarchy

The Service is offered solely to professionals, businesses and organisations for purposes connected with their activities. A person accepting represents that they have capacity and authority to bind the Customer. The agreement is concluded by signing an order, traceable electronic acceptance or other conduct given contractual effect by law; promotional materials and demonstrations are not irrevocable offers.

In case of conflict, the following prevail: mandatory law; the DPA for data-protection matters; the order and special terms; expressly incorporated service levels; these terms; technical documentation. Customer terms not expressly accepted in writing do not apply.



Fees, term, access and ownership

Fees, taxes, invoicing, term, any renewal and user numbers are set out in the order. Unless otherwise agreed, fees are payable without set-off not permitted by law; delay may lead to interest and proportionate suspension after notice, while preserving what is necessary to permit cure and protect data.

For the agreement term, Niltech grants a limited, non-exclusive, non-transferable and non-sublicensable right to access the Service for its intended use. Niltech and its licensors retain rights in software, models, documentation and general improvements; the Customer retains rights in its data and materials and grants only rights necessary for performance.

Credentials and accounts are personal. The Customer governs authorisation, revocation and data accuracy and promptly reports abnormal use. Niltech may take urgent measures against compromise, unlawful activity or harm to third parties, limiting them to what is necessary and informing the Customer where that does not prejudice investigations or legal duties.

Data, confidentiality, AI and third-party suppliers

Each party protects the other's confidential information with at least the care used for similar information of its own and in all cases reasonable care. The duty does not cover information lawfully public, already known without restriction, lawfully received from a third party or independently developed; legally compelled disclosure is, where lawful, preceded by notice and limited to what is necessary.

Andrea AI outputs are auxiliary, probabilistic where produced using AI, and dependent on data and instructions. The Customer must not use them as the sole basis for a decision producing legal or similarly significant effects, or as a substitute for professional review, a primary source or a professional duty.

The Service may depend on suppliers and components identified in the public register. Supplier terms do not replace Niltech's obligations; events beyond reasonable control are managed under continuity, force-majeure and contractual-remedy provisions, without promising undocumented performance or locations.

Warranties, liability, termination and final terms

Niltech undertakes to perform the Service with professional care and in accordance with agreed characteristics. Subject to mandatory warranties, it does not warrant absolute absence of errors or interruption, any particular professional outcome, completeness of third-party sources or suitability for undisclosed purposes. The Customer must mitigate loss and promptly report verifiable anomalies.

Liability, caps, exclusions and remedies are defined in the order or special terms and construed narrowly. Nothing excludes liability for wilful misconduct, gross negligence or any other non-excludable case. Limitations do not operate beyond what is permitted and take account of causation and contributory conduct.

Either party may terminate for a material breach not cured within the reasonable period stated in notice, unless urgency or impossibility of cure applies. On termination, access ends; export, return and deletion follow the DPA, order and exit procedure. Provisions intended by nature to continue survive, including confidentiality, ownership, accrued payment, liability and data-protection terms.

The agreement may not be assigned without the other party's consent, except for corporate transactions that do not reduce safeguards. Partial invalidity, non-waiver, force majeure and notices are governed in good faith. Subject to mandatory jurisdiction, Italian law applies and exclusive venue is that agreed in the order; onerous clauses are specifically approved where required under Articles 1341 and 1342 of the Italian Civil Code.

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.

- Italian Legislative Decree No. 70 of 9 April 2003 — Electronic commerce
- Italian Legislative Decree No. 206 of 6 September 2005 — Consumer Code

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