Privacy Notice for Licensees (Contract and Account Data)

Version: 25 November 2026

> Courtesy translation. In case of discrepancies, the German version prevails.

This privacy notice is addressed to licensees of the “Ratsch” software and to persons who create or manage an account on behalf of a licensee.

Scope: this privacy notice describes only processing for which Datafuse SRLs is the controller, in particular the processing of account, contract, billing, security, support and communication data. Meeting content (in particular audio recordings, transcripts, minutes, participant lists and attachments) is processed by Datafuse as a processor on behalf of the respective licensee; it is not the subject of this privacy notice. Separate processing for the general improvement of South Tyrolean dialect recognition only comes into consideration if the function actually serves this general purpose. For this processing, Datafuse is an independent controller and provides separate information. If the function serves exclusively to improve recognition intended only for the respective licensee, the licensee remains the controller for this processing.

1. Controller

The controller for the processing described in this privacy notice is Datafuse SRLs, Rosenheim 21, 39040 Laurein (BZ), Italy · VAT ID: IT03352290211 · Email (data protection): info@datafuse.it · Email (customer service): info@ratsch.bz · Website: https://www.datafuse.it/

2. What data we process

In particular, we process:

1. account data: email address, name (optional), password;
2. contract and billing data: billing address, company name, VAT ID, payment status, packages booked and other information required for the contract and billing;
3. communication and support data: content of customer service requests and the communication required to handle them; where a corresponding function is actually activated and used, the necessary data may also be processed for technical support or to create draft replies;
4. log data: truncated IP address, access times, pages accessed and error logs;
5. usage data: extent of use for managing the quota;
6. voluntary onboarding information: a region of origin you specify and the type of use of the service you specify. The region of origin serves to tailor the service better to your information; it is not a location determination of your device.

3. Purposes and legal bases

We process this data for the following purposes:

1. registration and account management (Art. 6(1)(b) GDPR);
2. performance of the contract, including provision of the agreed service, customer service and contract-related communication (Art. 6(1)(b) GDPR);
3. billing and compliance with legal obligations, in particular tax retention obligations (Art. 6(1)(c) and (b) GDPR);
4. security, abuse prevention and troubleshooting (Art. 6(1)(f) GDPR);
5. enforcement and defence of legal claims (Art. 6(1)(f) GDPR).

4. Recipients

We use service providers, in particular:

1. Stripe Payments Europe Ltd. (Ireland) – payment processing and subscription and credit management. The necessary payment and billing data is transmitted to Stripe; Datafuse does not store complete payment data. Stripe may also carry out its own processing as an independent controller for fraud prevention and compliance with legal obligations.
2. Hetzner Online GmbH (Germany) – hosting, data storage and backup for account, usage and log data;
3. Fatture in Cloud (Italy) – invoicing and related processing of invoice data;
4. Striptu – technical transmission of data required for invoicing from the payment system to Fatture in Cloud, insofar as this service is actually used;
5. Hostinger International Ltd. or affiliated companies – email hosting and sending of contract- and service-related emails, insofar as this service is actually used;
6. Microsoft Azure – where applicable, technical support for customer service functions or creation of draft replies, only insofar as the function concerned is actually activated and used. Which data is processed depends on the specific function and the information required for it.

Data is only passed on insofar as this is necessary for performing the contract, billing, security, handling support requests or due to legal obligations. The respective service providers may only process the data to the extent necessary and in accordance with the applicable data protection requirements.

5. Transfers to third countries

For the payment processing initiated by Datafuse, Stripe receives the necessary payment and billing data. Stripe may process or transfer this data within the Stripe group, in particular to Stripe, Inc. in the USA. Such a transfer takes place under the applicable transfer mechanism, in particular a relevant adequacy decision or appropriate standard contractual clauses. Stripe is an independent controller for its own processing for fraud prevention and compliance with legal obligations.

The other service providers named in section 4 are, according to current use, generally used within the EU/EEA, unless otherwise stated in the provider's current information. Should a transfer to a third country become necessary for one of these or another service provider,

Datafuse will inform about this in an appropriate manner before or when the processing begins and name the applicable transfer mechanism.

If you interact with us via social networks, the respective platform providers may process communication and profile data as independent controllers. Details can be found in the privacy notices of the respective platform providers.

6. Retention period

We store data only for as long as necessary for the purposes. Typical periods are:

- account data: until account deletion + 30 days;
- log data: server logs 7 days; error logs 90 days;
- usage/quota data: until account deletion; thereafter anonymised (without reference to the user) for statistics;
- voluntary onboarding information: until account deletion or until the information is changed or withdrawn, unless legal obligations prevent this;
- billing data: 10 years (statutory retention obligations);
- records of acceptance of the licence agreement and the data processing agreement (account, accepted version, date and time): for the term of the contract and, as a rule, 10 years after it ends, in a separate archive with restricted access (Art. 6(1)(f) GDPR – evidence, defence or assertion of claims); deleted thereafter unless there is a specific further reason to keep them;
- enquiries and other support communication: generally up to 24 months after the last communication, unless a contract is concluded or longer retention is required for legal defence.

7. Rights of data subjects

For contract and account data, you have the right of access, rectification, erasure, restriction of processing, data portability and objection to processing based on legitimate interests. Where the statutory requirements are met, you may also withdraw consent given with effect for the future.

To exercise your rights regarding contract and account data, contact us at info@datafuse.it. For meeting content, the respective licensee is generally responsible as controller; Datafuse supports it as processor in accordance with the data processing agreement. For separate processing to generally improve the recognition of the South Tyrolean dialect, Datafuse is itself the controller only if this processing actually serves a general improvement purpose; enquiries about this can be sent to info@datafuse.it. If the function serves exclusively recognition intended only for the respective licensee, please contact that licensee.

8. Right to lodge a complaint

You have the right to lodge a complaint with a data protection supervisory authority.

9. Changes

We may update this privacy notice. We make the current version available in an appropriate manner.

10. Website and social networks

If you contact us via the website or interact with us via social networks, we process the necessary communication and profile data solely to handle your request or for communication. For details, please refer to the current privacy notices of the platforms you use.