PRIVACY STATEMENT ANY2INFO

Version 2026

This Privacy Statement forms an integral part of the End User License Agreement (EULA) of Any2info B.V.

1. Identity

Any2info B.V.
Chamber of Commerce: 59839325
Statutory seat: The Netherlands
Website: www.any2info.com
E-mail: info@any2info.com

2. Scope

This Privacy Statement applies to:
• the Any2info no-code platform;
• App Studio, Data Studio and AI Studio;
• all web, desktop and mobile applications;
• portals, add-ins, AI agents, dataflows and integrations;
• demo and test environments.

3. Roles under the GDPR

• In most cases, Any2info acts as a processor (Article 4(8) GDPR).
• The Authorized Customer acts as the controller.
• Deviations apply only if expressly agreed in writing.

Processing is further governed by Any2info's Standard Data Processing Agreement (DPA).

4. Categories of personal data

Depending on usage, the following personal data may be processed:
• identification and account data;
• authorization and login data;
• technical and security data (IP addresses, logs, sessions);
• user-entered data, documents and metadata;
• AI-related context and configuration data.

Special categories of personal data (Article 9 GDPR) are not permitted, unless expressly agreed in writing.

5. Purposes and legal basis

Personal data are processed on the basis of:
• performance of a contract;
• legitimate interest (security, stability);
• legal obligations;
• instructions from the controller.

Purposes include:
• provision and security of the Platform;
• authorization and access control;
• monitoring, logging and auditing;
• execution of AI functionalities;
• compliance with laws and regulations.

Where AI agents and automated dataflows are used, this is solely for the purpose of supporting analysis, classification, structuring, enrichment and preparation of data. These processes do not have an autonomous decision-making character.

6. AI functionality and Article 22 GDPR

• AI functionality is supportive and advisory in nature.
• No automated decision-making with legal effects takes place.
• Human oversight (human-in-the-loop) is mandatory.

Human oversight includes, among other things: explicit human review prior to execution, the ability to correct or block AI output, and the prevention of automatic execution of decisions with legal effects.

7. Automated decision-making (Article 22 GDPR)

Any2info does not process personal data in a manner that results in decisions based solely on automated processing with legal effects concerning data subjects or that similarly significantly affect them, as referred to in Article 22 GDPR.

Where AI agents or automated processes are used to prepare decision-making, human intervention is required prior to execution.

Data subjects retain the right to obtain human intervention, to express their point of view and to contest a decision.

8. EU AI Act

• Any2info acts as an AI system provider.
• The Authorized Customer acts as a deployer.
• The App is not a high-risk AI system, unless expressly agreed otherwise in writing.
• The Customer remains responsible for organizational and procedural compliance.

Any2info designs its AI systems in such a way that appropriate human oversight, supervision, logging and auditability are ensured, in accordance with the AI Act.

9. External AI services & BYOK

• AI functionality may make use of external AI providers.
• Use is subject to the terms and conditions of those third parties.

BYOK (Bring Your Own Key):
• API keys remain under the Customer's control;
• keys are stored in encrypted form;
• Any2info has no access to the keys.

Prompt content, files and AI output are not stored structurally and are processed only temporarily for technical handling.

10. Vector stores & embeddings

• Any2info does not provide its own vector store.
• Embeddings, chunks and vector storage are fully performed by external providers.

11. Transfers outside the EEA

Transfers take place only with appropriate safeguards, including:
• standard contractual clauses (SCCs);
• adequacy decisions.

12. Demo environments

• Demo environments are non-production.
• Use of personal data is permitted only where:
o such data are fictitious or anonymized; or
o expressly agreed in writing.

13. Security

Any2info implements appropriate technical and organizational measures, including:
• encryption;
• role-based access;
• logging and monitoring;
• separation of environments.

14. Retention periods

• Accounts: term + reasonable winding-down period;
• Logs & metadata: maximum 24 months;
• AI metadata: limited and functional;
• AI content sent to external providers: not stored;
• Customers may configure retention periods within the Platform.

15. Rights of data subjects

Data subjects have the right to:
• access;
• rectification;
• erasure;
• restriction;
• objection;
• data portability.

In addition, data subjects have the right not to be subject to decisions based solely on automated processing as referred to in Article 22 GDPR and the right to request human intervention in AI-supported decision-making.

Requests must be submitted via the Authorized Customer, unless otherwise required by law.

16. Order of precedence

In the event of conflicts, the following order of precedence applies:

1. DPA
2. EULA
3. This Privacy Statement

17. Amendments

The most current version is available via the Legal section at www.any2info.com. Continued use constitutes acceptance.

18. Governing law

This Privacy Statement and the rights and obligations arising therefrom are governed exclusively by Dutch law.
Disputes shall be submitted to the competent court in the district of Limburg, location Roermond. Notwithstanding the foregoing, Any2info may bring proceedings before the court of the Customer's place of establishment.