This Privacy Policy is published in English and Italian. In case of conflict, the English version prevails.

1. Who we are

1.1 The controller of the personal data described in this Privacy Policy is Terahold S.r.l., single-member company, with registered office at Via Francia 21/C, 37135 Verona, Italy, VAT number IT05234500238, tax code and Verona Companies Register number 05234500238, REA VR-481086, certified email (PEC) terahold@legalmail.it ("Terahold", "we" or "us"). Palasil is a service of Terahold. Palasil is a trademark used under licence by Terahold S.r.l.

1.2 For any question about this Privacy Policy and to exercise your rights, write to privacy@palasil.com or to legal@palasil.com. Both addresses reach the same mailbox.

1.3 We have not appointed a data protection officer. If we appoint one, we will publish the contact details in this Privacy Policy.

1.4 In this Privacy Policy:

a) "Service" means Palasil, available at app.palasil.com;

b) "Website" means the website palasil.com;

c) "Customer" means the company that uses the Service under the Palasil Terms of Service or under a Palasil Custom Agreement;

d) "Brand Workspace" means the space of the Service dedicated to a brand of a Customer;

e) "User" means a person who has an account in the Service;

f) "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;

g) "Privacy Code" means the Italian Legislative Decree of 30 June 2003, no. 196.

2. Scope and our roles

2.1 This Privacy Policy explains how we process personal data as controller in relation to the following people:

a) Users of the Service and people invited to the Service (Section 3);

b) representatives and contact persons of Customers for contracts, billing and payments (Section 4);

c) people who contact us by email or through the "Request access" form of the Website, and contact persons of our suppliers (Section 5);

d) visitors of the Website (Section 6);

e) senders of the newsletters shown in the inspiration feed and people who appear in them (Section 8);

f) job applicants (Section 9).

2.2 When a Customer uses the Service, we process on its behalf, as processor, the data of its Klaviyo and Shopify accounts and the content of its Brand Workspaces, including chats, drafts, the library and the email addresses entered to receive test emails. For those data the Customer is the controller and its privacy notice applies; our processing is governed by the Palasil Data Processing Agreement, and our sub-processors are listed at palasil.com/legal/subprocessors. If your data are processed by a Customer through Palasil, contact the Customer. If you write to us, we forward your request to the Customer.

2.3 Any tracking pixels in the emails you receive from a brand are inserted by the brand's sending provider on behalf of the brand, which is their controller. For information, or to refuse them, contact the brand.

2.4 This Privacy Policy does not cover the staff and collaborators of Terahold, who receive a separate notice.

2-bis. Your right to object

2-bis.1 You can object at any time, on grounds relating to your particular situation, to the processing that we base on our legitimate interest, by writing to privacy@palasil.com. We then stop the processing, unless we demonstrate compelling legitimate grounds that override your interests, rights and freedoms, or the processing is necessary for the establishment, exercise or defence of legal claims (Article 21(1) GDPR).

3. Users of the Service and invited people

3.1 Data we process:

a) account data: email address, name, profile photo if uploaded, language chosen, password (stored only in hashed form by our authentication provider), two-step verification factor if activated, role and Brand Workspaces;

b) invitation data: email address, role, language, Brand Workspace, person who sent the invitation, date of sending and of expiry;

c) acceptance records: User, Brand Workspace, version of the documents accepted, date and time;

d) online signature records, for the User who accepts the contract on behalf of a Customer with a one-time code: data of the Customer, name and role of the signer, list of the clauses approved with the version of the documents, email address to which the code was sent, time of sending and of entry of the code, IP address, browser and operating system used, SHA-256 fingerprints of the documents accepted;

e) security data: IP address, date and time of sign-in and of the actions performed, failed sign-in and verification attempts, confirmations of identity for sensitive actions, signing codes;

f) the "Palasil access" register of each Brand Workspace: when support access is granted and ended, who of Terahold entered, when and for what reason, the changes made by Terahold staff, the drafts saved in Klaviyo, the segments created in Klaviyo and the

campaigns scheduled or sent by Terahold staff during support access (with the person, the date and the time), the entry or exit of Terahold staff from the team of the Brand Workspace, the change of the Brand Workspace between Self-service and Custom, and each download of the data with the "Export all data" function;

g) the record of the actions of Terahold staff in the administration area, which includes actions concerning Users, such as removing two-step verification with the reason;

h) service emails sent to you, such as invitations, access links, codes, contract confirmations, price notices and security notices.

3.2 Source: you provide account data. The email address, role and language of an invited person are provided by the Owner or Manager who invites them or by Terahold staff. The other data are generated by the Service when you use it.

3.3 Purposes, legal bases and legitimate interests:

a) creating and managing accounts, invitations, roles and language, and sending service emails: our legitimate interest, and that of the Customer the User works for, in providing and using the Service under the contract with the Customer (Article 6(1)(f) GDPR). If the User is personally a party to the contract, the legal basis is the contract (Article 6(1)(b) GDPR);

b) protecting the Service, the accounts and the data of Customers, preventing abuse and investigating incidents: our legitimate interest in the security of the Service (Article 6(1)(f) GDPR);

c) keeping proof of the acceptance of the documents and of the online signature: our legitimate interest in proving the conclusion and the content of the contract and in defending our rights (Article 6(1)(f) GDPR);

d) keeping the "Palasil access" register and showing it to the Owners, Managers and Editors of the Brand Workspace: the legitimate interest of the Customer and ours in showing the Customer who of Terahold accessed its Brand Workspace and why (Article 6(1)(f) GDPR).

3.4 The service emails we send from noreply@palasil.com contain no tracking pixels.

3.5 Invitations. We use the email address of an invited person to send the invitation on behalf of the Customer. At the bottom of each invitation email we include this short notice with the link to this Privacy Policy: "Palasil is provided by Terahold S.r.l. We use your email address only to send you this invite on behalf of [brand]. Privacy Policy". In invitations to the administration area of Terahold the notice ends after "this invite".

3.6 Retention:

a) account data: as long as the User belongs to at least one Brand Workspace; we delete them within 30 days after the User is removed from the last Brand Workspace or the last Brand Workspace is deleted, and the backup copies are overwritten within a further 7 days;

b) invitations: deleted automatically 30 days after acceptance or expiry;

c) acceptance and online signature records: for the duration of the contract with the Customer and for 10 years after its end; we delete them at the end of that period;

d) signing codes: deleted automatically within 2 days of their creation; records of failed sign-in attempts: deleted automatically within 2 days;

e) "Palasil access" register and record of the actions of Terahold staff: 12 months from each entry, also after the deletion of the Brand Workspace; after that deletion no User can read them;

f) technical and security logs of the Service: 12 months;

g) service emails in the noreply@palasil.com mailbox: deleted automatically after 30 days.

4. Customers' representatives, contracts, billing and payments

4.1 Data we process: name, role, email address and signature of the people who sign or manage the contract on behalf of the Customer; name and email address of the Owners who manage the payment; billing data of the Customer, including company name, VAT number, address and country; plan, prices, invoices, payment status and data of bank transfers; correspondence about the contract and the payments. We receive these data from you or from the Customer you represent.

4.2 Card payments and the customer portal run on the pages of Stripe. Card data are entered directly in Stripe's systems and we do not receive them. We transmit to Stripe the Customer's company name, address and VAT number.

4.3 Purposes, legal bases and legitimate interests:

a) concluding and performing the contract, managing subscriptions, invoices and payments: the contract with the Customer and, for the representatives and contact persons who are not parties to it, our legitimate interest in managing the contract with the Customer (Article 6(1)(b) and (f) GDPR);

b) complying with accounting and tax obligations, including electronic invoicing: legal obligation (Article 6(1)(c) GDPR).

4.4 Retention: accounting records and invoices are kept for 10 years from the date of the last entry, as required by Article 2220 of the Italian Civil Code; signed contracts are kept for the duration of the contract and for 10 years after its end; correspondence on the contract, orders, invoices and payments is kept for 10 years from the last exchange, as required by the same Article 2220 of the Italian Civil Code for letters received and sent.

4.5 Stripe Payments Europe, Limited processes payment data on our behalf and, for its own purposes, as an independent controller under its privacy policy, available at stripe.com/privacy.

5. People who contact us and contact persons of suppliers

5.1 Data we process: name, email address, content of the message and any attachments, when you write to support@palasil.com, billing@palasil.com, hello@palasil.com, info@palasil.com, press@palasil.com, legal@palasil.com, privacy@palasil.com or security@palasil.com.

Messages to careers@palasil.com are covered by Section 9.

5.2 Messages exchanged on Slack as part of the services of a Palasil Custom Agreement are processed on behalf of the Customer under the Data Processing Agreement and are not covered by this Section.

5.3 Purposes, legal bases and legitimate interests:

a) answering your request and providing support: the contract with the Customer, or our legitimate interest in answering the people who write to us (Article 6(1)(b) and (f) GDPR);

b) handling requests to exercise data protection rights and notices of illegal content under Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 (the "DSA"): legal obligation (Article 6(1)(c) GDPR);

c) handling requests for removal from the inspiration feed: our legitimate interest in operating the feed properly and respecting the rights of third parties (Article 6(1)(f) GDPR).

5.4 Retention:

a) messages: 24 months from the last exchange; we then delete them, except messages on the contract, orders, invoices and payments, which are kept for 10 years from the last exchange (Section 4.4);

b) register of the requests of data subjects (date, type of request, outcome and closing date): 5 years, to demonstrate how we handled them, in compliance with our accountability obligation (Article 5(2) GDPR);

c) feed exclusion list (Section 8.7): without time limit.

5.5 Contact persons of suppliers. When a contact person of one of our suppliers writes to accounting@palasil.com, or when we contact that person about supplies, registrations to the supplier's services or invoices:

a) data we process: name, surname, role, business email address and business phone number, content of the correspondence and any attachments; we receive these data from the contact person or from the supplier he or she works for;

b) purposes, legal bases and legitimate interests: managing the supply relationship, the registrations to the supplier's services and the payments: the contract, where the supplier is the contact person himself or herself (Article 6(1)(b) GDPR), and otherwise our legitimate interest in managing the relationship with the supplier (Article 6(1)(f) GDPR); complying with accounting and tax obligations: legal obligation (Article 6(1)(c) GDPR);

c) retention: invoices and the other accounting documents are kept for 10 years from the date of the last entry, as required by Article 2220 of the Italian Civil Code; correspondence on supplies, orders, invoices and payments is kept for 10 years from the last exchange, as required by the same Article for letters received and sent; the rest of the correspondence is kept for 24 months from the last exchange, and we then delete it;

d) recipients: Google, as provider of Google Workspace, for the mailbox (Section 10.2), and our accountant, to whom we forward the invoices, as stated in Section 10.3 c).

5.6 "Request access" form. When you send a request with the "Request access" form of the Website:

a) data we process: work email address, first name, last name, brand, website, role, number of Klaviyo profiles if you select it, and the message if you write one; the fields marked with an asterisk are necessary to answer the request, and without them the form cannot be sent;

b) purposes, legal bases and legitimate interests: answering the request, organising the call and sending the proposal: pre-contractual measures taken at your request, if you ask for the Service for yourself (Article 6(1)(b) GDPR), and otherwise our legitimate interest in answering the request of the company you represent (Article 6(1)(f) GDPR); we do not use these data to send newsletters or promotional communications;

c) how the form works: a server function of the Website, run by Vercel Inc. in the European Union (Frankfurt), sends the data in an email from noreply@palasil.com to hello@palasil.com through Google Workspace; neither the Website nor the server function keeps the data;

d) retention: the email in the hello@palasil.com mailbox and the following correspondence are kept for 24 months from the last exchange, as stated in Section 5.4 a); the copy in the noreply@palasil.com mailbox is deleted automatically after 30 days; if the company you represent becomes a Customer, the data on the contract are governed by Section 4;

e) recipients: Vercel Inc., Google, as provider of Google Workspace, and n8n GmbH, which deletes the copy in the noreply@palasil.com mailbox (Section 10.2).

6. Website visitors

6.1 The Website is hosted by Vercel Inc., which processes the data on our behalf as a processor (Section 10.2). When you visit the Website, Vercel receives technical data such as IP address, browser, device, pages requested, referring page, date and time.

6.2 Purposes, legal bases and legitimate interests: operating the Website and protecting it against abuse: our legitimate interest in operating the Website securely (Article 6(1)(f) GDPR).

6.3 Vercel keeps the technical data only for as long as needed to operate and protect the Website, according to the retention periods of its technical logs. We do not copy or keep these data outside Vercel.

6.4 The Website uses only technical cookies and does not use analytics cookies, profiling cookies or advertising tools. Before introducing them we update this Privacy Policy and the Cookie Policy and we ask for your consent through a banner. The cookies of the Website and of the Service are described in the Cookie Policy at palasil.com/legal/cookies.

7. [Deleted]

8. Senders of the newsletters shown in the inspiration feed and people who appear in them

8.1 Palasil offers its Customers a feed of commercial newsletters sent by brands to their subscribers, which we receive by subscribing our address feed@palasil.com. The Service creates an image of each newsletter on its servers in Frankfurt and shows it to the Users of the Customers without active links and without tracking pixels, with the name of the sender brand, the sender address and the date of sending. We also keep the text of the newsletters for search.

8.2 Data we process: sender name and address, date of sending, subject and content of the newsletters, including any names, signatures or images of people that appear in them.

8.3 Source: the newsletters that the senders send to the address feed@palasil.com. These are not sources accessible to the public.

8.4 Purposes, legal bases and legitimate interests: offering our Customers a collection of newsletters to consult as a reference for their creative work: our legitimate interest in providing this feature of the Service (Article 6(1)(f) GDPR). We show the newsletters only to Users, we do not create templates or contents that reproduce them, we delete them after 12 months and we remove them on request. On request to privacy@palasil.com we provide information on the assessment of this legitimate interest.

8.5 Recipients and tools: Google Workspace, for the feed@palasil.com mailbox; n8n GmbH, which collects the newsletters from the mailbox; Vercel Inc., Supabase Pte. Ltd. and Contabo GmbH, which host the Service, the images and the text; OpenRouter, Inc. and the Inference Providers described on the AI and Transparency page (palasil.com/legal/ai), which receive the text of a newsletter to identify the sender brand when the sender address does not show it and when a User asks the AI agent to analyse a newsletter; the Users of the Customers. Until 26 October 2026 the images were created by Code Happy, LLC (hcti.io), in the United States; we no longer use it and on 27 October 2026 we closed the account; according to Code Happy, LLC, the closure deletes the images and data stored in it, and Code Happy, LLC retains only technical request logs, without the content of the newsletters, which expire within 6 months.

8.6 Retention: every night we delete from the Service the newsletters received more than 12 months earlier, with their images, their text and the references to them in the Brand kit. The feed@palasil.com mailbox keeps the original newsletters for 30 days after receipt. n8n deletes its copy of each collection about 30 days after the collection.

8.7 Senders and people who appear in a newsletter can ask for its removal, or object, by writing to legal@palasil.com or privacy@palasil.com, as described on the Content Removal page (palasil.com/legal/content-removal). When a sender asks for its newsletters not to be collected, we unsubscribe the feed mailbox, we delete the newsletters already collected and we add its domain, including subdomains, to an exclusion list without time limit.

9. Job applicants

9.1 If you send us your application, for example to careers@palasil.com, we process the data contained in your CV and in your messages to assess your application and, where appropriate, to contact you. Do not include in your CV special categories of data, such as data concerning health, unless the law requires them.

9.2 Legal basis: pre-contractual measures taken at your request (Article 6(1)(b) GDPR). For spontaneous applications, Article 111-bis of the Privacy Code provides that consent is not required and that this information is given at the first useful contact after the application.

9.3 Retention: 12 months from receipt, including the messages received; we then delete them. If, when we ask, you agree to be considered for future positions, we keep your application for 24 months from receipt. You can withdraw this consent at any time by writing to careers@palasil.com; the withdrawal does not affect the lawfulness of the processing carried out before it.

10. Recipients of personal data

10.1 Within Terahold, personal data are processed only by staff and collaborators authorised by Terahold and bound by confidentiality, under its authority (Article 29 GDPR and Article 2-quaterdecies of the Privacy Code).

10.2 We use the following providers, which process personal data on our behalf or, where indicated, as independent controllers:

Provider	Activity	Location	Transfer safeguard
Supabase Pte. Ltd. (Singapore)	Database, authentication and file storage of the Service (Sections 3, 4, 8)	European Union (Frankfurt); remote access by Supabase for support	Standard Contractual Clauses
Amazon Web Services EMEA SARL (Luxembourg)	Storage of the technical logs of the database of the Service (Section 3)	European Union	Not applicable for storage in the European Union; Standard Contractual Clauses of the AWS Data Processing Addendum for any transfer outside the European Economic Area
Vercel Inc. (United States)	Hosting of the Service and of the Website, including the server function of the "Request access" form (Sections 3, 5, 6, 8)	European Union (Frankfurt) for the Service and the server functions; global network for static content	EU-US Data Privacy Framework and Standard Contractual Clauses
Contabo GmbH (Germany)	Server of the AI agent (Section 8)	European Union	Not applicable

Provider	Activity	Location	Transfer safeguard
Google, provider of Google Workspace (contracting entity under Google's terms for customers with a billing address in Italy: Google Cloud Italy S.r.l., Milan, Italy)	Email, including service emails and the feed mailbox (Sections 3, 4, 5, 8 and 9)	Countries where Google and its sub-processors operate, including the United States	Google Cloud Data Processing Addendum: EU-US Data Privacy Framework or Standard Contractual Clauses
n8n GmbH (Germany)	Collection of the feed newsletters and automatic deletion of the emails kept in the feed@palasil.com and noreply@palasil.com mailboxes (Sections 3, 5 and 8)	European Union	Not applicable
OpenRouter, Inc. (United States)	Routing of the text of feed newsletters to the AI models (Section 8)	United States	Standard Contractual Clauses
Inference Providers selected by OpenRouter	Execution of the AI models, with zero data retention (Section 8)	United States or countries with an adequacy decision	Standard Contractual Clauses through OpenRouter, or adequacy decision
Anthropic Ireland, Limited (Ireland)	AI assistant used by Terahold staff for the activities described in this Privacy Policy, where useful; no training on the content	United States and other countries outside the European Economic Area	Standard Contractual Clauses incorporated in Anthropic's Data Processing Addendum
Stripe Payments Europe, Limited (Ireland)	Payments; independent controller for its own purposes (Section 4)	European Union and United States	EU-US Data Privacy Framework and Standard Contractual Clauses

10.3 We also disclose personal data to the following categories of recipients, each only for the data needed for its activity:

a) the provider of electronic signature used for Palasil Custom Agreements (Section 4);

b) our bank, for payments by bank transfer (Section 4);

c) our accountant and tax advisers, and the Italian Revenue Agency through the electronic invoicing system (Sections 4 and 5);

d) lawyers and other professional advisers bound by confidentiality, when needed to protect our rights;

e) public authorities, when required by law;

f) the acquirer of our business or of the Service, in case of a corporate transaction, bound by this Privacy Policy;

g) the photographic studios to which we entrust the photographs of the products of Customers with a Palasil Custom Agreement, for the collection and return of the products (Section 4);

h) [Deleted].

10.4 We do not sell personal data.

11. Transfers outside the European Economic Area

11.1 Some providers listed in Section 10 process personal data in the United States or in other countries outside the European Economic Area, or access them from Singapore or the United States. Each transfer is based on one of the following safeguards:

a) the adequacy decision of the European Commission on the EU-US Data Privacy Framework (Commission Implementing Decision (EU) 2023/1795 of 10 July 2023), for the providers certified under it (Article 45 GDPR);

b) the Standard Contractual Clauses adopted by the European Commission with Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (Article 46(2)(c) GDPR).

11.2 The list of certified organisations is published at dataprivacyframework.gov. The text of the Standard Contractual Clauses is published on EUR-Lex. You can obtain a copy of the safeguards that apply to a provider by writing to privacy@palasil.com.

11.3 For the provider indicated in Section 10.3 a), the location and the transfer safeguard are stated in our answer to your request.

12. Your rights

12.1 You have the right to:

a) access your data and obtain a copy of them (Article 15 GDPR);

b) obtain the rectification of inaccurate data (Article 16 GDPR);

c) obtain the erasure of your data (Article 17 GDPR);

d) obtain the restriction of processing (Article 18 GDPR);

e) receive the data you provided to us in a structured, commonly used and machine-readable format, where the processing is based on a contract or on consent (Article 20 GDPR);

f) object to processing, as described in Section 2-bis (Article 21 GDPR);

g) withdraw your consent at any time, where the processing is based on consent, without affecting the lawfulness of the processing carried out before the withdrawal.

12.2 To exercise your rights, write to privacy@palasil.com. We answer within one month of receipt of the request. In complex cases, or if we receive many requests, we can extend this period by two further months: in that case we inform you of the extension and of its reasons within one month of receipt (Article 12(3) GDPR). If we have reasonable doubts about your identity, we ask you for the information necessary to confirm it (Article 12(6) GDPR). The exercise of your rights is free of charge.

12.3 You have the right to lodge a complaint with the Italian Data Protection Authority (Garante per la protezione dei dati personali, garanteprivacy.it) or with the supervisory authority of the Member State where you habitually reside, where you work or where the alleged infringement took place (Article 77 GDPR).

13. Other information

13.1 We do not take decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affect you (Article 22 GDPR).

13.2 Providing your data is necessary to use the Service, to conclude the contract online, to receive invoices and to obtain an answer to your requests: without these data we cannot create the account, conclude the contract, issue invoices or answer. Billing data are required by tax law. For the other purposes, providing data is optional.

13.3 The security measures we apply are described in the Security Overview at palasil.com/legal/security.

13.4 When we receive a written dispute, a formal notice or a request from an authority concerning a Customer, a Brand Workspace or a relationship with us, we may suspend the automatic deletion of the data needed as evidence, also beyond the periods stated in this Privacy Policy. The suspension lasts until the earlier of the following events: the closing of the dispute, the formal notice or the request by agreement, by a final decision or by written waiver; the expiry of the limitation period for the right that is the subject of the dispute or of the formal notice. When the earlier of these events occurs, we delete those data. During the suspension we use those data only to establish, exercise or defend legal claims. We do so on the basis of our legitimate interest in the establishment, exercise or defence of legal claims (Article 6(1)(f) and Article 17(3)(e) GDPR).

13.5 To demonstrate the marking of the content generated with AI, we keep for 5 years a register of the copy generated by the Service, which contains only cryptographic fingerprints of the copy and of its sentences, without the text, the brand or the User.

13.6 We publish each new version of this Privacy Policy at palasil.com/legal/privacy, with its version number and date; the previous versions remain available in the archive at palasil.com/legal/archive. Before a change that adds purposes, recipients or transfers takes effect, we inform the Users of the Service by email or in the Service.

13.7 This Privacy Policy is published in English and Italian. In case of conflict, the English version prevails.

14. Summary of retention periods

Data	Retention
User accounts	While the User belongs to at least one Brand Workspace; deletion within 30 days after removal from the last one; backups overwritten within a further 7 days
Invitations	Deleted automatically 30 days after acceptance or expiry

Data	Retention
Acceptance and online signature records	Duration of the contract plus 10 years
Signing codes and failed sign-in attempts	Deleted automatically within 2 days
"Palasil access" register and record of the actions of Terahold staff	12 months from each entry, also after the deletion of the Brand Workspace
Technical and security logs of the Service	12 months
Service emails in the noreply@palasil.com mailbox	30 days
Accounting records and invoices	10 years from the last entry
Signed contracts	Duration of the contract plus 10 years
Messages to our email addresses	24 months from the last exchange; messages on the contract, orders, invoices and payments 10 years from the last exchange
Requests sent with the "Request access" form	24 months from the last exchange; copy in the noreply@palasil.com mailbox 30 days
Correspondence with contact persons of suppliers	24 months from the last exchange; correspondence on supplies, orders, invoices and payments 10 years from the last exchange; invoices and accounting documents 10 years from the last entry
Register of the requests of data subjects	5 years
Website technical data	Kept by Vercel only for as long as needed to operate and protect the Website (Section 6.3)
Feed newsletters	12 months from receipt; feed mailbox 30 days
Feed exclusion list	Without time limit
Job applications	12 months from receipt; 24 months with consent
Register of the copy generated with AI (fingerprints only)	5 years
Data needed as evidence in a dispute, where we suspend their deletion under Section 13.4	Until the dispute is closed or, if earlier, the limitation period for the right concerned expires