General Terms and Conditions

KREATIF

THE BASIS OF OUR COOPERATION

Kreatif GmbH · Version of 24 November 2026

1. Scope and order of precedence

1.1 These General Terms and Conditions ("Terms") apply to all contracts of Kreatif GmbH, Johann Kravogl Straße 12, 39100 Bolzano (BZ), Italy, VAT no. IT02596800215 ("Kreatif"), in particular for consulting and project management, concept, UX/UI and graphic design, website and software development, CMS implementation, SEO and digital services, web hosting and server administration, domain registration and management, and maintenance, support and technical care.

1.2 These Terms apply to business clients and to consumers. A consumer is a natural person acting for purposes outside their trade, business, craft or profession (Art. 3 of the Italian Consumer Code, Codice del consumo, Legislative Decree 206/2005). Where a provision distinguishes between business clients and consumers, this is stated in the clause concerned. Mandatory consumer protection rules remain unaffected in all cases.

1.3 The offer and individual written agreements take precedence over these Terms. The Client's own terms apply only if Kreatif accepts them in writing.

1.4 The version of these Terms agreed when the order is placed applies. Versions published later do not change existing contracts; clause 14 applies to ongoing services.

2. Offer and conclusion of the contract

2.1 Kreatif's offers are valid for 60 days from issue, unless the offer states otherwise.

2.2 The contract is concluded when the Client accepts the offer in writing, by signing the offer (also digitally) or by another written declaration of acceptance.

2.3 Before the contract is concluded, consumers receive the information required by law (Articles 48 and 49 of the Consumer Code), in particular the total price including VAT and – for distance and off-premises contracts – information on the right of withdrawal with the model withdrawal form. After conclusion they receive confirmation of the contract on a durable medium.

3. Scope of services

3.1 The nature and scope of the services are set out in the offer and the documents referred to in it. Kreatif does not owe services that are not mentioned.

3.2 Change and additional requests are agreed and paid for separately. Kreatif states their effect on price and schedule in advance.

3.3 Kreatif owes maintenance, updates, support, hosting and ongoing care only if they are expressly agreed. Statutory update obligations, in particular towards consumers for digital content and digital services (including security updates), remain unaffected.

3.4 Websites and applications are built for the browsers and device types specified in the offer. If the offer does not specify any, a reasonable technical standard customary at the time of implementation applies. Kreatif does not owe compatibility with all browsers, versions and devices.

3.5 Kreatif does not owe particular search engine rankings, visitor numbers or sales, unless expressly guaranteed.

3.6 Kreatif may use employees and suitable third parties and remains responsible to the Client for their work.

4. Client's cooperation

4.1 The Client provides the necessary documents, content, information, access data, decisions and approvals completely and in good time.

4.2 If the work is delayed because the Client does not cooperate or cooperates late, agreed deadlines are extended accordingly. Kreatif may charge demonstrable additional effort at the agreed rates or, failing that, at customary rates. The statutory rights of both parties remain unaffected.

5. Review, approval and acceptance

5.1 Kreatif submits drafts and interim results for review. The Client reviews them within the agreed period or, failing that, within a reasonable period and either approves them or states specifically what needs to be changed.

5.2 The final result is deemed accepted when the Client approves it or puts it into productive use (e.g. by publishing the website) without reporting material defects. Claims for defects that could not be detected during review and the statutory rights of consumers remain unaffected.

6. Prices and payment

6.1 Prices are in euros. For business clients they are net, plus statutory VAT; for consumers Kreatif states the total price including VAT.

6.2 Kreatif may issue advance, interim and final invoices as agreed in the offer or contract.

6.3 The payment term is set out in the offer or contract and stated on the invoice; payment is usually due on presentation or within 30 days. Where nothing is agreed, the statutory provisions apply.

6.4 If business clients pay late, interest for late payment and compensation for recovery costs apply under Legislative Decree 231/2002; for consumers, statutory default interest applies under Articles 1224 and 1284 of the Italian Civil Code (Codice civile, c.c.).

6.5 If an invoice remains unpaid when due, Kreatif may suspend ongoing services (e.g. hosting, maintenance, support) to a proportionate extent until payment is received – but only after a written reminder that sets a reasonable grace period and announces the suspension. The reminder is sent to the address provided by the Client; if it cannot be delivered there, Kreatif uses another known channel (e.g. certified e-mail (PEC) or post). The Client's data are not deleted because of the suspension. The obligation to pay remains.

7. Term, termination and withdrawal

7.1 Project orders (e.g. concept, design, development): the Client may withdraw from the contract at any time. Depending on the type of contract, Art. 1671 c.c. (contract for works), Art. 2227 c.c. (contract for work) or Art. 2237 c.c. (intellectual services) applies: the Client reimburses the expenses incurred and pays for the work performed, and in the cases of Articles 1671 and 2227 c.c. also for loss of profit. Expenses include third-party services already ordered on a binding basis (e.g. licences). This provision does not restrict the consumer's statutory right of withdrawal (clause 8) or other mandatory consumer rights.

7.2 Ongoing services (e.g. hosting, domains, maintenance, support, licences): term, renewal and notice period are set out in the offer or contract. Where nothing is agreed, either party may terminate with reasonable notice to the end of the current billing period. If a contract renews automatically, notice of termination must be received within the period stated in the offer. Periods already paid are refunded only where agreed or required by law; costs Kreatif has already incurred with third parties on a binding basis (e.g. registration fees) are not refunded; mandatory statutory termination and refund rights take precedence. Where a fixed-term contract with a consumer renews automatically, Kreatif informs the consumer in writing or electronically 30 days before expiry of the date by which notice can be given; without this notice the consumer may terminate free of charge at any time until the next expiry date (Art. 65-bis of the Consumer Code).

7.3 Either party may terminate the contract if the other party breaches essential obligations and fails to remedy the breach within the statutory period after written notice to perform (Articles 1453 et seq. and 1454 c.c.). Further statutory claims remain unaffected.

7.4 Kreatif may withdraw from the contract if performance becomes impossible for reasons for which Kreatif is not responsible and, for intellectual services, for just cause (Art. 2237(2) c.c.), in a way that avoids prejudice to the Client. In that case the Client pays for the services performed that are of use to the Client and for the expenses, in accordance with the law.

8. Consumers' right of withdrawal

8.1 Consumers have a statutory right of withdrawal for contracts concluded at a distance or off Kreatif's business premises (Articles 52 et seq. of the Consumer Code). A contract is a distance contract only if it is concluded under an organised distance sales or service-provision scheme without the simultaneous physical presence of the parties, with the exclusive use of means of distance communication up to and including the time at which the contract is concluded (Art. 45(1)(g) of the Consumer Code). The mere fact that individual exchanges take place by e-mail or telephone does not in itself make a contract a distance contract.

8.2 The withdrawal period is 14 days from the conclusion of the contract. If the contract is concluded in the context of an unsolicited visit by Kreatif to the consumer's home or an excursion organised by Kreatif, it is 30 days (Art. 52(1-bis)). If Kreatif has not informed the consumer of the right of withdrawal, the period ends twelve months after the end of the initial period; if the information is provided within that time, it ends 14 or 30 days after it is received (Art. 53).

8.3 Withdrawal is exercised by an unequivocal statement to Kreatif, e.g. by e-mail to support@kreatif.it or by post, or with the model withdrawal form. For contracts concluded via an online interface, the statutory rules on the withdrawal function also apply (Art. 54-bis). Sending the withdrawal in time is sufficient to meet the deadline.

8.4 If the consumer expressly requests that Kreatif begin performing the services before the withdrawal period expires and then withdraws, the consumer pays an amount in proportion to what has been provided until the withdrawal is communicated, compared with the full coverage of the contract, calculated on the basis of the agreed total price or, if that price is excessive, the market value of what has been provided (Art. 57(3)). Kreatif obtains the request expressly, for off-

premises contracts on a durable medium (Art. 50(3) and Art. 51(8)). The consumer owes nothing if they did not expressly request the start of performance or if Kreatif did not properly inform them of the right of withdrawal and of this payment obligation (Art. 57(4)).

8.5 For services, the right of withdrawal expires when Kreatif has fully performed the service, if performance began with the consumer's prior express consent and acknowledgement that they will lose the right of withdrawal once the contract has been fully performed (Art. 59(1)(a)). This does not apply if the contract was concluded in the context of an unsolicited visit by Kreatif to the consumer's home or an excursion organised by Kreatif (clause 8.2); in that case the right of withdrawal does not expire upon full performance (Art. 59(1-bis)). For digital content supplied separately and not on a tangible medium, it expires when supply begins, if the consumer gave prior express consent and acknowledged that they thereby lose the right of withdrawal, and Kreatif has confirmed the contract including these statements (Art. 59(1)(o)). The fact that a service is individually designed or developed does not exclude the right of withdrawal.

8.6 In the event of withdrawal, Kreatif refunds payments received, less any amount under clause 8.4, within 14 days of receiving the withdrawal. Kreatif uses the same means of payment as the consumer used, unless the consumer has expressly agreed otherwise; in any event the consumer incurs no fees as a result of the refund (Art. 56(1)).

9. Client content and materials

9.1 The Client warrants that it holds the necessary rights to all content supplied – such as photos, videos, texts, graphics, trademarks, logos, fonts and personal data – and may use it for the agreed purpose.

9.2 The Client is responsible for the lawfulness of the content and materials it supplies or procures itself. Materials procured by Kreatif (e.g. licensed photos or fonts) are licensed by Kreatif to the agreed extent of use; approval by the Client does not transfer this responsibility to the Client. A business client indemnifies Kreatif against third-party claims arising from content it supplied and from infringements for which it is responsible, including reasonable legal defence costs; this does not apply to the extent that Kreatif itself acted unlawfully or caused the infringement. Consumers are liable in accordance with the statutory provisions.

9.3 Legally relevant content (e.g. legal notice, privacy and cookie notices, terms and conditions, product information) is reviewed and approved by the Client. Kreatif does not provide legal advice.

10. Rights of use

10.1 Kreatif's services, in particular design, visual design, concept, UX/UI and digital implementations, are individual works. Kreatif retains the copyright and other rights in its protectable creative, design, conceptual and technical work, unless otherwise agreed.

10.2 Once paid in full, the Client receives, for the results provided to it for permanent use (e.g. design, website, logo), a non-exclusive right, unlimited in time and territory, to use them for the agreed project and purpose. Commercial use within this scope is expressly permitted. The right covers everything needed for use in accordance with the contract, in particular operation, maintaining content and an agreed hand-over or migration. For time-limited licences, subscriptions, hosting and other ongoing services, the right of use exists only for the term of the contract and to the agreed extent. Until full payment, use is permitted on a provisional basis. Kreatif may revoke this permission only if the Client is in default with a payment that is due and a reasonable grace period set in writing has expired without payment; a payment period that is still running is not sufficient. Further statutory requirements, in particular for the protection of consumers, remain unaffected.

10.3 Exclusive or broader rights – e.g. for use for other purposes or the transfer of rights – require an express agreement. For individually commissioned logos, brand developments and corporate designs, the right of use covers the expressly agreed purposes, including an agreed registration as a trade mark; Kreatif grants the consents required for this.

10.4 Unless agreed otherwise, the following are not part of the deliverables: drafts, interim versions, variants not selected, internal design systems, working files and development materials. There is no general entitlement to open or editable design and working files.

10.5 For hand-over, a distinction is made between:

- The Client's content and data (e.g. texts, images, database content): Kreatif hands them over on request in a common format.
- The final results owed under the contract: the Client receives them in the agreed form.
- Further technical components (e.g. source code, templates, configurations): Kreatif hands them over where this is expressly agreed or required by law.
- Internal working files, drafts and development materials (clause 10.4) as well as Kreatif's own frameworks and tools (clause 10.6): Kreatif does not hand them over unless they form part of a result to be handed over under the preceding points. There is no entitlement to source and project files that have not been agreed.

Statutory rights to data export and switching provider (clause 11.6) and the use of the delivered result in accordance with the contract remain unaffected. Kreatif may charge separately for additional technical services for a migration where permitted by law; clause 11.6 applies to hosting services.

10.6 Pre-existing frameworks, libraries, reusable components, tools and general know-how remain with Kreatif or the respective rights holders; the Client may use them as part of the delivered result. Third-party and open-source licences remain unaffected and take precedence for the components concerned.

10.7 Kreatif may name the Client as a reference and show projects that have already been published or that the Client has approved in its own media, unless the Client objects or confidentiality has been agreed. Confidential information is not published; personal data (e.g. names or images of people) only with the consent of the persons concerned. Kreatif uses the Client's trade marks only to identify the reference. The Client may object at any time with effect for the future.

11. Hosting, domains and backups

11.1 For hosting and server services Kreatif uses its own server environments or environments it administers, as well as services of external providers. Scope, resources and features are set out in the product booked and the service agreement.

11.2 Kreatif strives to ensure the highest possible availability of the hosting and server services offered. The availability owed depends on the hosting product booked and the respective contractual agreements. Special availability guarantees require an express agreement; guarantees already agreed in a contract remain unaffected. Announced maintenance windows and disruptions outside Kreatif's control, e.g. in public networks or due to force majeure, do not constitute a breach of agreed availability. Kreatif announces maintenance work in advance where possible. The Client's statutory rights remain unaffected.

11.3 Backups depend on the hosting system used, the services booked and the technical circumstances. The scope, frequency and retention period of backups may vary depending on the hosting product. Binding backup and restoration services require a contractual agreement; individually agreed services remain binding. Statutory data protection and data security obligations remain unaffected.

11.4 Where technically possible and reasonable, the Client additionally keeps its own copies of content and data that are important to it. Restorations outside the agreed services are charged according to effort, unless Kreatif is responsible for the data loss.

11.5 Kreatif's contracting party is the Client; the holder of a domain is whoever is registered as its holder. The Client provides correct holder details and keeps them up to date. The terms of the relevant registry and registrar also apply. Domains renew as agreed; notice of termination must be received in good time before the renewal date. Kreatif is not liable for the loss of a domain due to late termination, lack of cooperation (e.g. confirming holder details) or an unpaid renewal, unless Kreatif is responsible for it.

11.6 Before the contract ends, the Client may request the hand-over of its data; Kreatif supports the transfer of domains and data to a new provider. Where a hosting service is a data processing service within the meaning of Regulation (EU) 2023/2854 (Data Act), the mandatory rules on switching and data export in Chapter VI apply, which these Terms do not restrict, in particular:

- The Client may request to switch to another provider or to its own infrastructure or to port its exportable data; the notice period for initiating the switch is at most two months (Art. 25(2)(d)).
- This is followed by a transitional period of at most 30 days, during which the contract remains in force and Kreatif supports the switch to the extent required by law; a longer transitional period is possible only under Art. 25(4) and (5).
- The Client may then retrieve its data for at least 30 days. If the switching process has been completed successfully, all exportable data and digital assets generated directly by the Client or relating directly to the Client are fully erased once that period has expired (Art. 25(2)(g) and (h)).
- Until 11 January 2027 Kreatif may charge for switching no more than the costs directly linked to it, and from 12 January 2027 no switching charges (Art. 29). Services that go beyond the switching activities required by law and are commissioned separately (e.g. set-up or adaptation at the new provider) are not covered and are charged as agreed.

The further information required by Articles 25 and 26 of the Data Act, in particular the exportable data and formats, is governed by the contract for the respective hosting product. For services that are not data processing services, the data is erased after the contract ends and the agreed retrieval period has expired.

11.7 The Client uses hosting and domains lawfully and does not provide illegal content. If Kreatif becomes aware of illegal content or there is an acute threat to the security of the systems, Kreatif may block the content or services concerned to the extent and for as long as necessary. At the latest when the block begins, Kreatif informs the Client clearly and specifically which measure has been taken, on which facts and on which legal or contractual ground it is based, whether it was taken following a notice under clause 11.8, whether automated means were used and which means of redress are available (Art. 17 of Regulation (EU) 2022/2065, Digital Services Act), unless an authority or the law prohibits this. The Client may object to the block to Kreatif; judicial and out-of-court redress remain unaffected.

11.8 Anyone may notify Kreatif electronically at support@kreatif.it of content on services hosted by Kreatif that they consider illegal (Art. 16 Digital Services Act). The notice should contain the exact location (e.g. URL), an explanation, the name and e-mail address of the notifier and a statement that the information is accurate and complete to the best of their belief; name and e-mail address are not required for notices concerning offences referred to in Articles 3 to 7 of Directive

2011/93/EU (sexual abuse and sexual exploitation of children). Where the notifier has provided electronic contact details, Kreatif confirms receipt of the notice without undue delay. Kreatif's own staff examine notices case by case in a timely, diligent, non-arbitrary and objective manner, and Kreatif informs the notifier of its decision without undue delay, together with the available means of redress; where Kreatif uses automated means for processing or decision-making, it states this in that information (Art. 16(4) to (6)). The same address is the single point of contact for clients and authorities under Articles 11 and 12 of the Digital Services Act; communication is possible in German, Italian and English.

12. Warranty and liability

12.1 Kreatif remedies defects in its work within a reasonable period. Defects must be reported within the statutory periods. Consumers have the statutory warranty rights, including the obligation to provide updates for digital content and digital services (Articles 128 et seq. and 135-octies et seq. of the Consumer Code).

12.2 Kreatif is liable in accordance with the statutory provisions. These Terms do not exclude or limit liability for wilful misconduct or gross negligence, including that of auxiliary persons, for breach of obligations arising from rules of public policy (Art. 1229 c.c.), for injury to life, body or health, or as regards mandatory consumer rights (Art. 33(2)(a) and (b) of the Consumer Code). Where non-performance or delay is not due to wilful misconduct, compensation is limited under Art. 1225 c.c. to the damage that was foreseeable when the obligation arose; this is the statutory rule, not an additional contractual limitation.

12.3 If the Client or a third party commissioned by the Client changes the delivered results, Kreatif's warranty and liability are excluded only for the defects and damage caused by those changes.

12.4 For third-party services that Kreatif does not owe (e.g. external interfaces, platforms, payment services, registries and public networks), Kreatif is liable only where it is at fault itself, for example in selecting or integrating them.

12.5 Neither party is liable for delays or failures caused by events beyond its control that it could neither foresee nor prevent, e.g. natural events, war, epidemics, orders of public authorities or widespread disruptions of public networks. Deadlines are extended by the duration of the disruption; the rights of consumers remain unaffected.

13. Confidentiality and data protection

13.1 Both parties keep the other party's confidential information confidential, also after the contract has ended.

13.2 Where Kreatif processes personal data on behalf of the Client (e.g. for hosting, maintenance or support), the separate data processing agreement under Art. 28 GDPR applies. How Kreatif, as controller, handles the data of the Client and its contact persons is set out in the Privacy Notice.

14. Changes to ongoing services

14.1 Kreatif does not unilaterally change the price or scope of fixed-price projects agreed on a binding basis.

14.2 Kreatif may adjust the prices of ongoing services (e.g. hosting, domains, maintenance, support, licences) for objective reasons. Objective reasons include in particular general cost and price developments including inflation, increased personnel and operating costs, increased costs of infrastructure, licences or third-party services, and changed technical, legal or regulatory requirements for the service. The adjustment must be comprehensible and proportionate to these reasons; arbitrary price changes are excluded. Kreatif gives written notice stating the reasons at least 30 days before it takes effect. The Client may terminate the service concerned free of charge until then; otherwise the new price applies from that date. Towards consumers, only the reasons listed above apply, notice is given in accordance with clause 14.5, and mandatory consumer protection rules (in particular Art. 33(2)(m) and (o) of the Consumer Code) remain unaffected.

14.3 Kreatif gives written notice of changes to these Terms for ongoing services at least 30 days before they take effect, highlighting the changes. Business clients may terminate the service concerned free of charge until then; otherwise the changes apply from that date. Commitments already agreed remain unaffected.

14.4 Kreatif makes technical changes to ongoing services (e.g. new software versions, changes of systems) where they are necessary for objective reasons – e.g. security, keeping up to date or new legal requirements – and the agreed scope of services is maintained. If they affect use more than only slightly, the procedure under clause 14.2 applies.

14.5 Towards consumers, notices under clauses 14.2 to 14.4 are given on a durable medium (e.g. by e-mail). Amended Terms become effective for consumers only with their express consent; silence does not constitute consent. For digital services (e.g. hosting), changes beyond what is necessary to maintain conformity are permitted only for the reasons stated in clause 14.4 and without additional cost; if they have more than a minor negative impact on use, the consumer may terminate the contract free of charge within 30 days of receiving the information or, if later, of the change (Art. 135-vicies semel of the Consumer Code).

15. Final provisions

15.1 Written statements may also be made by e-mail or certified e-mail (PEC). The Client sends notices of termination and withdrawal to support@kreatif.it or to Kreatif's postal address.

15.2 Italian law applies. Consumers habitually resident in another country retain the protection of that country's mandatory provisions (Art. 6(2) of Regulation (EC) No 593/2008, Rome I).

15.3 For business clients the exclusive place of jurisdiction is Bolzano, to the extent permitted by law. For consumers resident in Italy, the courts of the consumer's place of residence or domicile have mandatory jurisdiction (Art. 33(2)(u) and Art. 66-bis of the Consumer Code). For consumers domiciled in another EU Member State, Articles 17 to 19 of Regulation (EU) No 1215/2012 apply: they may sue Kreatif in Italy or in the courts of their own domicile; Kreatif may sue them only in the Member State in which they are domiciled.

15.4 If a provision is invalid, the remaining provisions remain valid; the invalid provision is replaced by the statutory rule.

15.5 These Terms are available in German, Italian and English. The language version in which the contract was concluded prevails.

ACCEPTANCE OF THE TERMS

The Client confirms having received and read these Terms and accepts them.

Place and date

Signature / Stamp

SPECIFIC APPROVAL PURSUANT TO ARTICLES 1341 AND 1342 OF THE ITALIAN CIVIL CODE

Pursuant to Articles 1341(2) and 1342 c.c., the Client specifically approves the following clauses:

- 5.2 Acceptance through approval or productive use
- 6.5 Suspension of ongoing services in case of non-payment
- 7.2 Term, automatic renewal, notice periods and no refund of third-party costs
- 7.4 Kreatif's right of withdrawal
- 9.2 Responsibility for content and indemnity by business clients
- 10.2 Revocation of provisional use in case of default
- 10.4 No entitlement to drafts and working files
- 10.5 Limitation of the hand-over of technical components
- 11.2 Availability according to the product booked, maintenance windows
- 11.3 Backups according to the product booked
- 11.4 Client's own backups, costs of restoration
- 11.5 Liability for the loss of a domain
- 11.7 Blocking of hosting services
- 12.3 Liability in case of changes by the Client
- 12.4 Liability for third-party services
- 12.5 Force majeure
- 14.2 Price adjustment for ongoing services
- 14.3 Amendment of these Terms for ongoing services
- 14.4 Technical changes to ongoing services
- 15.3 Place of jurisdiction

For consumers, this approval leaves the protection under Articles 33 et seq. of the Consumer Code unaffected.

Place and date

Signature / Stamp

Privacy Notice

INFORMATION UNDER ARTICLES 13 AND 14 GDPR FOR CLIENTS, PROSPECTIVE CLIENTS AND THEIR CONTACT PERSONS

1. Controller

Kreatif GmbH, Johann Kravogl Straße 12, 39100 Bolzano (BZ), Italy
VAT no. IT02596800215 · Phone +39 0471 503570 · E-mail support@kreatif.it · PEC kreatif@pec.it

2. Data protection officer

Matthias Herrlinger, dpo@datenschutz.st

3. Scope

This notice covers the processing for which Kreatif itself is the controller: preparing and performing contracts with clients and prospective clients. Where Kreatif processes personal data on behalf of a client (e.g. data of website visitors in the course of hosting or maintenance), the separate data processing agreement under Art. 28 GDPR applies; this notice does not replace it. Kreatif's website is covered by its own privacy policy.

4. Data we process

- Identification and contact data: name, company, role, address, e-mail, phone
- Contract and billing data: tax and VAT number, bank details, offers, invoices, payments
- Content of communications and project documents
- Access data for systems provided to us for the project

For clients that are companies, this mainly concerns the data of their contact persons, employees and representatives.

5. Source of the data

We receive the data directly from you. If you are a contact person, employee or representative of a client, we usually receive your data from that client (your employer or principal), where applicable supplemented from public registers (e.g. the companies register). In that case you receive this notice within a reasonable period, at the latest within one month; if we contact you, at the latest at the time of the first communication, and if disclosure to another recipient is envisaged, at the latest when the personal data are first disclosed (Art. 14(3)(a) to (c) GDPR).

6. Purposes and legal bases

- Steps taken at your request before entering into a contract (e.g. offers) and performing a contract to which you yourself are a party (Art. 6(1)(b) GDPR): project work, communication, invoicing
- Communicating with contact persons of clients that are companies or organisations (Art. 6(1)(f) GDPR): our legitimate interest is to perform the contract with your employer or principal and to communicate with the responsible persons.
- Complying with legal obligations (Art. 6(1)(c) GDPR): e.g. bookkeeping, electronic invoicing, retention for tax purposes
- Establishing, exercising and defending legal claims and securing our IT systems (Art. 6(1)(f) GDPR): our legitimate interest is to protect our rights and our systems and data.
- With your consent (Art. 6(1)(a) GDPR), e.g. for a newsletter or for naming you in a reference; consent is obtained separately.

7. Recipients

Only authorised Kreatif staff have access, to the extent they need the data for their tasks. The data may also be received by:

- service providers acting on our behalf and bound by contract (e.g. IT, hosting, software, accounting)
- tax advisers, auditors, lawyers and banks
- public authorities and bodies where required by law (e.g. the Italian Revenue Agency via the exchange system for electronic invoices)
- third parties needed for performance, e.g. registries and registrars for domain holder data

Your data are not published without your consent.

8. Transfers to third countries

Where service providers process data outside the European Economic Area, this takes place only on the basis of an adequacy decision of the European Commission (Art. 45 GDPR) or appropriate safeguards, in particular standard contractual clauses (Art. 46(2)(c) GDPR). You can obtain a copy of the safeguards via the contacts above.

9. Retention period

- Accounting records, invoices and business correspondence received and sent: 10 years from the last entry (Art. 2220 c.c.), longer where tax rules require it
- Other contract and project data: for the term of the contract; after that only the documents actually needed to establish, exercise or defend legal claims (e.g. offer, contract, acceptance, essential correspondence), until those claims become time-barred (Articles 2946 et seq. c.c.)
- Access credentials for the client's systems: only as long as they are needed for project work, ongoing support or legal purposes
- In the event of legal disputes: until they are finally concluded
- Enquiries not leading to a contract: as long as needed to handle them and answer any follow-up questions
- Data based on consent: until consent is withdrawn or the purpose of processing no longer applies

10. Obligation to provide data

You must provide the information required for concluding and performing the contract and for invoicing, or required by law; without it we cannot conclude or perform the contract. Any other information is voluntary.

11. Your rights

Right to object under Art. 21 GDPR

You may object at any time, on grounds relating to your particular situation, to processing of your data based on Art. 6(1)(f) GDPR. We will then no longer process the data unless we demonstrate compelling legitimate grounds which override your interests, rights and freedoms, or the processing serves the establishment, exercise or defence of legal claims. You may object at any time to processing for direct marketing purposes; we will then no longer use your data for that purpose.

Under Articles 15 to 20 GDPR you also have the right of access, rectification, erasure, restriction of processing and data portability. You may withdraw consent at any time; this does not affect the lawfulness of processing carried out before the withdrawal. To do so, contact support@kreatif.it or the data protection officer.

You have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, place of work or place of the alleged infringement (Art. 77 GDPR); in Italy this is the Garante per la protezione dei dati personali (www.garanteprivacy.it).

12. Automated decision-making

No decision-making based solely on automated processing, including profiling, within the meaning of Art. 22 GDPR takes place.

ACKNOWLEDGEMENT

By signing, the Client or contact person only confirms having received this Privacy Notice. The signature does not constitute consent.

Place and date

Name and signature

Contact
Kreatif GmbH
Johann Kravogl Straße 12
39100 Bolzano, South Tyrol
Italy

Phone
+39 0471 503570

E-mail
support@kreatif.it

Online
www.kreatif.it