
Att. D Configuration

Privacy Acknowledgement and Optional Consents

Processing necessary for application, contract, legal obligations, security, and operational management does not depend on optional consent. The options below distinguish mandatory acknowledgement from separate consents for non-essential uses.

- ☒ Acknowledgement of the notice and necessary processing for contract, legal obligations, and security
- ☐ Optional consent to named Transparency/Public Profile
- ☐ Optional consent to non-essential Marketing and newsletters
- ☐ Optional consent to Social Media/Images/Videos

Additional Notes: _____

COLIVINGLIGURIA
Supplementary Contractual Documentation
Attachment ID: D2-01

Attachment D
Data Processing and Privacy
Attachment modifiable pursuant to Att. R

The Company

ColivingLiguria S.r.l.
(Represented by Simone Testino)

Tax & Registration Data:
P.IVA: 01939660096
REA: SV - 248967

Official Contacts:
Email: colivingliguria@gmail.com
PEC: colivingliguria@pec.it
Tel: +39 339 637 9372

The Signatory

This document is not an independent agreement, but a technical/regulatory Attachment subordinate to the Main Contract:

Main Contract (Ref.):

Attachment Version: D2-01

The complete biographical data, contact details, and signatures of the Signatory are fully reported in the Main Contract identified above, to which this Attachment makes indissoluble reference.

*Privacy Notice (GDPR):
Personal data contained in this attachment (and in contract*

*)
are processed pursuant to EU Regulation 2016/679 (GDPR), according to the applicable privacy attachment and the privacy rules referenced in the main contract.
Confidential document.*

Courtesy Notice:
*AI-generated translation for informational purposes only.
The Italian version is the sole legally binding document.*

Place: Cairo Montenotte · Date: July 13, 2026

Art. D1 - Notice and Data Governance

D1.1 Binding Definitions

Terms in the left column have the meanings stated in the right column. Terms defined by Regulation (EU) 2016/679 retain their statutory meaning; contractual clarifications delimit processing without creating new access, stay, or activity instruments.

Term	Applicable definition
Data Subject	The natural person to whom personal data relates, including the Signatory and, where applicable, a minor, representative, or emergency contact.
Controller	The Company determining the purposes and means of processing within the limits described in this notice.
Necessary Processing	Processing based on contract or pre-contractual steps, legal duty, proportionate legitimate interest, or another basis under Art. 6 GDPR; it does not depend on optional consent.
Optional Processing	Marketing, public profile, images, videos, or other non-essential uses carried out only on the basis of specific, freely given, informed, and withdrawable consent.
High-Risk Data	Identity document, health data, credential, financial detail, visa file, or other data whose nature and context require a protected channel, restricted access, and minimized retention.
Separate Instrument	Any separate deed establishing accommodation, hospitality, access, or activity. Merely listing a data category in Att. D does not establish that such an instrument exists.
Protected Channel	The Company-authorized system providing encryption, access control, traceability, and retention appropriate to data sensitivity; it excludes unmanaged chats, Git repositories, and public folders.

D1.2 Controller, Data Subjects and Principles

The Company (ColivingLiguria S.r.l.), with registered office at Strada Chiappella, 21, 17014 Cairo Montenotte (SV), Italy and certified e-mail colivingliguria@pec.it, acts as Controller for data collected in connection with application, execution and administration of the relationship. This notice concerns candidates, signatories, guests or residents where the relevant Separate Instrument exists, students, professionals, partners, representatives, minors and other natural persons actually involved. The list describes possible categories of data subjects and does not classify the individual relationship.

Processing applies regardless of citizenship or residence because the Company is established in Italy and processes data in the context of its activities. Lawfulness, fairness, transparency, purpose limitation, minimization, accuracy, storage limitation, integrity, confidentiality and accountability under Art. 5 GDPR are observed. Unnecessary data must not be collected merely for convenience or because they are available.

D1.3 Categories, Purposes and Legal Bases

According to necessity and proportionality, processing may cover identity and contact data; signatures and contractual variables; tax, accounting, banking and deposit data; applications, skills, languages, portfolios and preferences; logs, badges, accounts and technical data; security data; insurance or health data exclusively within Att. H; and optional marketing and communication data. Data concerning premises, stay, hospitality or activities are processed only where the relevant Separate Instrument exists or a legal duty arises from the facts. This list does not establish delivery, access, accommodation or performance of activities.

Necessary Processing is based, as appropriate, on: pre-contractual steps or performance of the agreement actually applicable; accounting, tax, retention, public-security, or authority-response legal duties;

proportionate legitimate interests in security, abuse prevention, audit, operational continuity and legal defence, following an assessment where required; protection of vital interests in emergencies; and the conditions of Arts. 9 and 10 GDPR where special-category or criminal-offence data are involved. Consent is used only for Optional Processing and is not indiscriminately incorporated into execution of the principal relationship.

D1.4 Identity, Alloggiati Web and Protected Channels

Only where the facts and public-security law require identification of an accommodated person, in particular under Art. 109 TULPS and the Alloggiati Web rules, does the Company request exhibition of the document and collect only the data necessary for communication to the authority. The Reference Agreement and Att. D alone do not classify the Signatory as an accommodated person. Where the duty applies, data may include arrival date, duration, surname, name, sex, date and place of birth, citizenship, document type and number, and issuing place.

The Company does not retain copies, photos or scans of identity cards, passports, driving licences or other documents beyond the period strictly necessary for identification or compliance. Any acquired images are encrypted temporary staging and are deleted as soon as no longer necessary; the receipt or transmission protocol remains for the applicable period. Identity documents, health data, credentials and visa files are not collected through WhatsApp, unmanaged messaging, Git repositories, public folders or personal archives.

D1.5 Retention, Security, Breaches and Rights

Retention is determined by category: document images only for necessary staging; Alloggiati Web receipts for the applicable period, ordinarily five years; contracts and accounting or tax records under civil and tax periods, ordinarily up to ten years; unsuccessful applications for a short and reasoned period; optional data until consent withdrawal or purpose expiry; health or insurance data for the duration of the need; and technical logs for a period proportionate to security, audit and maintenance. Upon expiry, data is erased, anonymized or minimized, subject to legal duties and legal defence.

The Company adopts appropriate measures under Art. 32 GDPR, including encryption, role-based control, strong authentication, logs, segregation, export minimization, deletion procedures and instructions to authorized persons. Providers processing data on the Company's behalf are appointed under Art. 28 GDPR where applicable; independent disclosure to third parties occurs only on a suitable legal basis. Transfers outside the EEA require an instrument under Chapter V GDPR.

In the event of a personal data breach, the Company records the event, assesses risk without delay and, where Art. 33 GDPR requires, notifies the Italian Data Protection Authority without undue delay and, where feasible, within 72 hours of awareness. Where high risk exists, it informs data subjects under Art. 34, subject to applicable exemptions. The Data Subject may exercise access, rectification, erasure, restriction, portability where applicable, objection, consent withdrawal and complaint rights by writing to colivingliguria@pec.it; erasure and portability operate within their respective conditions and do not remove retention or legal-defence duties.

If the Signatory requests logistical support for a visa or special procedure, the Company processes only strictly necessary documents in a segregated temporary file, without providing advice reserved to licensed professionals. The file is deleted shortly after closure, subject to a legal duty, dispute, or reasoned request compatible with law.

D1.6 Optional Processing and Consents

D1.7 Separation from Necessary Processing

Contract status, contacts, operational notes, preferences and logs and, where a Separate Instrument exists, dates or identifying data concerning stays and spaces, are internal data and do not become public merely because they are useful for administration. The Company may publish aggregate, anonymized or non-identifiable data, unless specific consent or another documented legal basis applies. Refusal or

withdrawal of optional consent does not prevent performance of the principal relationship and does not trigger penalties, disadvantages or Blacklist registration.

D1.8 Public Profile and Named Transparency

Consent is active to publish limited and proportionate information such as name, actual role, skills, professional biography, portfolio, achievements or project participation. Identity documents, private addresses, non-public contact details, financial or health data, detailed stay information and identifiable space assignments are never included.

Alternative audit variant

Consent to a named public profile is not active; the Company does not publish identifying data for this purpose.

D1.9 Marketing and Promotional Communications

Consent is active for promotional communications, updates, newsletters and invitations through the stated channels. Sale of personal data is prohibited; technical providers operate only under adequate safeguards and instructions. Objection or withdrawal may be exercised at any time.

Alternative audit variant

Marketing consent is not active; only service notices based on a different legal basis remain permitted.

D1.10 Images, Video, Voice and Social Media

Separate consent is active to use recognizable images, video, voice, testimonials or content for documentation, institutional communication and promotion on Company channels. Consent does not authorize uses harmful to dignity, reputation, security or privacy and does not transfer rights in creative works beyond those validly governed by Att. G.

Alternative audit variant

Consent to images, video, voice and social media is not active; any incidental recording is handled according to law and is not used for identifying promotional purposes.

Each consent may be withdrawn by notice to colivingliguria@pec.it. From withdrawal, the Company stops new uses and removes content from channels under its control where reasonably possible; withdrawal does not affect prior lawfulness and cannot require independent third parties to perform deletion beyond the Company's power. IoT or consumption data are processed on a necessary basis where applicable, with preference for aggregation and without excessive personal profiling; they are not included in promotional consent.

D1.11 Acknowledgement and Recording of Choices

By executing the Reference Agreement, the Signatory acknowledges receipt and review of the notice, without this amounting to consent for Optional Processing. Choices are recorded separately in the Att. D Configuration with date, version and package link. An unselected box means consent was not given; silence, mere participation or delivery of content is not consent.

End of Document