

DATA PROTECTION POLICY & DIGITAL RIGHTS GUARANTEE (LOPDGDD / GDPR)
ROTAK IT SOLUTIONS – UNIFIED ECOSYSTEM & WEB SERVICES
Last Updated & Technical Revision: October 2026

PRIOR LEGAL CLARIFICATION ON REGULATORY ARCHITECTURE:

- Within Spain and the European Union, the data privacy legal framework is horizontal and across-the-board, established under Spanish Organic Law 3/2018 (LOPDGDD) together with the General Data Protection Regulation (EU GDPR 2016/679).
- Territorial Scope and Non-EU Users: Spanish and European statutory standards unconditionally govern users residing in Spain and the EU or when processing activities target said territories. For third-country users, operations adhere to the foundational principles of lawful processing and data minimization established in the GDPR.

1. DATA CONTROLLER

- Identity / Legal Entity: ROTAK IT SOLUTIONS
- Operational Scope: Development of high-performance software, Software Development Kits (SDKs), runtime integrity and anti-tamper subsystems, and cryptographic software license provisioning.
- Official Privacy & Data Rights Contact: privacy@rotak-it.com / Official Web Support Portal.

2. REGULATORY FRAMEWORK & TERRITORIAL SCOPE

2.1. Spanish and European Union Statutory Framework: This Data Protection Policy is governed by and construed in strict accordance with:

- Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation - GDPR), on the protection of natural persons with regard to the processing of personal data.
- Spanish Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD).
- Spanish Law 34/2002, of July 11, on Information Society Services and Electronic Commerce (LSSI-CE).

2.2. Territorial and International Applicability:

- Users and Licensees within Spain and the European Union: The statutory provisions of the LOPDGDD and the GDPR are fully and unconditionally binding on all individuals, clients, operators, and visitors residing in or accessing our platforms from the territory of the Kingdom of Spain and the European Economic Area (EEA).
- Users outside the European Union: For individuals accessing our

web infrastructure or acquiring licenses from jurisdictions outside Spain or the European Union, the territorial provisions of Spanish statutory law (LOPDGDD) apply strictly to processing activities directed at commercial offerings or operations connected to Spain. Secondly, data processing practices remain anchored to the fundamental principles of lawfulness, data minimization, transparency, and integrity set out in the GDPR as the baseline technical standard of the Controller.

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3. CORE PROCESSING PRINCIPLES

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Pursuant to Article 5 of the GDPR and the overarching provisions of the LOPDGDD, all processing operations adhere to the following principles:

- Lawfulness, Fairness, and Transparency: All data processing activities rest upon a valid legal basis and are communicated with absolute clarity.
- Purpose Limitation: Information gathered across our web portals, licensing APIs, and authentication endpoints will never be processed for purposes incompatible with those declared herein.
- Data Minimization: Only information that is strictly adequate, relevant, and necessary for operational execution and security enforcement is gathered and retained.
- Accuracy and Up-to-Date Integrity: Technical measures are maintained to verify that outdated, incomplete, or inaccurate records are purged or rectified immediately.
- Integrity and Confidentiality: Processing incorporates end-to-end cryptographic protection, defensive isolation, and memory-safe access controls to prevent unauthorized access, exfiltration, alteration, or data loss.

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4. CATEGORIES OF PROCESSED DATA (DIRECT & INDIRECT), PURPOSES, STRIPE PROCESSING, & TECHNICAL CONTROLS

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4.1. Directly Collected Registration Data (Account Creation, Support, Traceability, & Stripe Billing):

- Categories of Data: Designated account username, user-defined password credentials (stored exclusively via irreversible salted cryptographic hash functions), contact email address required for account verification/activation, corporate tax identifiers (CIF, NIF, or Corporate Tax ID for business accounts) utilized for invoicing and forensic watermarking, and billing/ticketing logs.

- Payment Processing via Stripe: Subscription billing and payment processing are delegated entirely to the certified payment processor Stripe (Stripe Payments Europe, Ltd.). Full payment instrument

credentials (credit card numbers, expiration dates, and security codes) are transmitted directly to Stripe's tokenized PCI-DSS Level 1 compliant infrastructure. ROTAK IT does not capture, process, or store complete financial account credentials on its servers, retaining solely anonymized transaction IDs and license validity tokens for legal and accounting compliance. Inquiries or modifications regarding cards and recurring billing must be handled directly through Stripe, with ROTAK IT support restricted to software activation failures following confirmed payment clearance.

- Legal Basis: Contractual performance and preliminary measures (Art. 6.1.b GDPR) and statutory commercial compliance (Art. 6.1.c GDPR).

4.2. Indirectly & Automatically Harvested Security Telemetry (Hexagon SDK, Horus AC, Tacticore):

- Automatically Harvested Data: Edge perimeter network parameters (IPv4 and IPv6 addresses), physical network adapter identifiers (MAC addresses), exhaustive non-reversible hardware fingerprints (motherboard, CPU, GPU, storage drive serials, SMBIOS GUIDs), local subnet mapping of tethered endpoints, session tokens, and runtime binary/configuration hashes.

- Operational Purpose: Intrusion detection, exploit mitigation, license validation, proactive runtime auditing, and disciplinary quarantine enforcement.

- Preventive Audit Status («Advanced User»): Passive identification of development or reverse-engineering utilities triggers an automated internal classification as «Advanced User», increasing verification sampling defensively without punitive account termination.

- Forensic Documentation Watermarking: Indelible embedding of corporate tax identifiers (companies) or registered email addresses (individual users) into technical manuals to ensure confidentiality and trace trade secret exfiltration.

- Strict Guarantee of Zero Commercialization: ROTAK IT categorically guarantees that registration credentials and indirect security telemetry are NEVER sold, leased, or brokered to commercial third parties or advertisers.

- Legal Basis: Legitimate interest in cybersecurity defense (Art. 6.1.f GDPR) and adherence to the binding license agreement (Art. 6.1.b GDPR).

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5. DATA RETENTION PERIODS & STATUTORY BLOCKING

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- Free Accounts & Inactivity Thresholds (90-Day Rule): Pursuant to the data storage limitation principle (Art. 5.1.e GDPR), user accounts relying exclusively on free utilities with zero historical billing or paid transaction records will be automatically purged and permanently deleted from active operational databases following three (3)

consecutive months of inactivity.

- **Accounts with Historical Commercial Billing:** Accounts that have executed at least one commercial purchase (regardless of whether the subscription subsequently expired, lapsed, or was terminated) will maintain their records. Upon termination of the commercial relationship, required billing data will undergo statutory data blocking and be retained exclusively to fulfill Spanish tax and commercial statutory obligations (generally up to 6 years).

6. RECIPIENTS, STRIPE PROCESSOR, & CROSS-BORDER DATA TRANSFERS

- **Third-Party Disclosures:** Personal data is never disclosed to unaffiliated third parties, except where strictly required by judicial warrant, statutory legal mandate, or law enforcement compulsion.
- **Data Processors & Stripe Infrastructure:** Specialized technology providers process technical data strictly on behalf of ROTAK IT as Data Processors pursuant to Article 28 of the GDPR (including secure edge CDN routing, certified payment operations via Stripe Payments Europe, Ltd., and resilient server clusters).
- **International Transfers:** In the event that technical infrastructure requires data routing outside the EEA (including distributed payment tokenization via Stripe), transfers are conducted strictly under adequacy decisions issued by the European Commission or executed standard contractual clauses (SCCs), ensuring a level of protection identical to that enforced within the European Union.

7. DATA SUBJECT RIGHTS (GDPR / LOPDGDD RIGHTS)

Pursuant to the GDPR and Spanish Organic Law 3/2018, users entitled under the European/Spanish jurisdiction may exercise the following statutory rights free of charge:

1. **Right of Access:** Obtain confirmation regarding whether personal data is being processed, including specific categories and purposes.
2. **Right to Rectification:** Request the immediate correction of inaccurate, obsolete, or incomplete personal data.
3. **Right to Erasure ("Right to Be Forgotten"):** Request the permanent deletion of personal data when the underlying processing basis ceases to exist, subject to statutory blocking requirements.
4. **Right to Object:** Object at any time to processing operations predicated on legitimate interest (Art. 6.1.f GDPR) based on grounds relating to your particular situation.
5. **Right to Restriction of Processing:** Require the provisional freezing of data processing while the accuracy of records or the lawfulness of

processing is formally audited.

6. Right to Data Portability: Receive personal data provided to the Controller in a structured, commonly used, and machine-readable format, or mandate its direct transmission to another controller where technically feasible.

- Procedure for Exercising Rights: Users may file a formal petition specifying their registered account identifier and verifying their identity by contacting: privacy@rotak-it.com or via the official Web Support Portal.

- Right to Lodge a Complaint with the Supervisory Authority: If a user considers that their rights under Spanish and European data protection laws have been infringed, they maintain the statutory right to file a formal complaint with the Spanish Data Protection Agency (Agencia Española de Protección de Datos - AEPD) via its official electronic portal (www.aepd.es).

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8. GUARANTEE OF DIGITAL RIGHTS (TITLE X OF SPANISH ORGANIC LAW 3/2018)

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In compliance with Title X of Spanish Organic Law 3/2018 on the Protection of Personal Data and Guarantee of Digital Rights, ROTAK IT formally establishes and enforces digital rights across its online ecosystem:

- Right to Digital Security: Continuous implementation of resilient cryptographic standards, zero-trust network validation, and secure protocol transport (TLS 1.3 and cryptographic hashing).
- Right to Network Neutrality: Public web portals and knowledge bases remain accessible without arbitrary discrimination or protocol throttling at the application tier.

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9. TECHNICAL & ORGANIZATIONAL DEFENSIVE CONTROLS

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Pursuant to the principle of proactive accountability (Art. 24 GDPR), ROTAK IT enforces deep defense-in-depth security architectures:

- Strong cryptographic isolation of stored and in-transit records.
- Complete physical and logical segmentation between public-facing web servers and operational backends.
- Continuous perimeter monitoring and active threat isolation against unauthorized extraction attempts.
- Deterministic code verification routines and configuration validation ensuring platform runtime integrity.

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10. POLICY MODIFICATIONS & JURISDICTION

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ROTAK IT SOLUTIONS reserves the right to amend this Data Protection Policy to reflect legislative updates, statutory jurisprudence, or architectural updates in the software suite. The prevailing version will remain publicly accessible with its corresponding revision date across all official portals.

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11. INDIVIDUAL DISPUTE RESOLUTION & CLASS ACTION WAIVER

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11.1. Strictly Individual Proceedings: To the maximum extent permitted by applicable statutory law, the User agrees that any claim, dispute, or controversy arising out of or relating to this Agreement, the ROTAK IT platform, its products, web services, or the enforcement of disciplinary actions and permanent bans, shall be resolved strictly on an individual basis between the User and ROTAK IT.

11.2. Class Action Waiver: The User expressly, knowingly, and irrevocably waives any right to commence, join, participate in, or act as a class representative or class member in any class action, collective proceeding, private attorney general action, or consolidated litigation against ROTAK IT. No legal or arbitration proceeding may be combined or consolidated with the claims of any other individual or entity without the express prior written consent of ROTAK IT.