EU Data Act

Data Holder

Rhoss S.p.A,
Via Oltre Ferrovia no. 32, 33033 Codroipo (UD), Italy –
E-mail: rhoss@rhoss.com

Data Act Compliance Statement (EU Regulation 2023/2854)

In compliance with the obligations set forth by **Regulation (EU) 2023/2854** of the European Parliament and of the Council, concerning harmonized rules on fair access to and use of data, our company ensures maximum transparency regarding the data generated by the use of our connected products (IoT) and related digital services (mobile and web applications).

This statement describes user rights and the technical and operational methods we implement to ensure full compliance with European regulations.

1. Pre-contractual Information on Data Use

In accordance with Article 3 of the Data Act, prior to concluding any contract for the purchase, rental, or use of one of our connected products or related services, users receive clear and accessible information regarding the generated data.

The privacy policy outlines the data collected and processed and explains the reasoning why such data is processed and/or collected. The privacy policy also points to this document in which a detailed view of the data is provided.

The following table provides a structured overview of the data and its lifecycle.

Data Category	Specific Data Field	App Access		Retention	Deletion
User Profile & Account	First Name	✅		Indefinitely until account deletion	Immediate after user deletion
User Profile & Account	Last Name	✅		Indefinitely until account deletion	Immediate after user deletion
User Profile & Account	Email Address	✅		Indefinitely until account deletion	Immediate after user deletion
User Profile & Account	Password hash		Not exposed for security reasons	Indefinitely until account deletion	Immediate after user deletion

Data Category	Specific Data Field	App Access		Retention	Deletion
User Diagnostics	Login Source		Internal diagnostic field	Indefinitely until account deletion	Immediate after user deletion
User Diagnostics	Registration Date		Internal diagnostic field	Indefinitely until account deletion	Immediate after user deletion
Smart Home Structure	Home Information (name)	✅		Indefinitely until account deletion	Immediate after user/house deletion
Smart Home Structure	Rooms (name and ordering preference)	✅		Indefinitely until account deletion	Immediate after user/house deletion
Smart Home Structure	Calendars (calendars and presets)	✅		Indefinitely until account deletion	Immediate after user/house deletion
Smart Home Structure	Device Configuration (name and room assignment)	✅		Indefinitely until account deletion	Immediate after user/house deletion
Smart Home Structure	Timezone	✅		Indefinitely until account deletion	Immediate after user/house deletion
Device Hardware Metadata	MAC Address	✅		Indefinitely until account deletion	Immediate after user/house deletion

Data Category	Specific Data Field	App Access		Retention	Deletion
Device Hardware Metadata	Node ID	✅		Indefinitely until account deletion	Immediate after user/house deletion
Device Hardware Metadata	Product Type	✅		Indefinitely until account deletion	Immediate after user/house deletion
Device Hardware Metadata	Manufacturer ID		Manufactures have different apps	Indefinitely until account deletion	Immediate after user/house deletion
Device Hardware Metadata	Firmware Version	✅		Indefinitely until account deletion	Immediate after user/house deletion
Device Hardware Metadata	Hardware (HW) Version		Internal diagnostic field	Indefinitely until account deletion	Immediate after user/house deletion
Live Device Telemetry	System State	✅	Real-time only; not stored on servers	Not retained (ephemeral)	N/A
Network & Diagnostics	IP Addresses (in logs)		Server-side logs only	Rotated every 2 months	Automatic after rotation
Infrastructure Backups	Full Database / System Backups		Server-side only	Rolling backups	Purged every 6 months
App Analytics	Firebase Usage Metrics		Operational metrics only	60 days	Automatic after retention period

2. User's Right to Access Data

Pursuant to Article 4 of the Data Act, users have the right to access and use all data generated by the use of their connected product free of charge, continuously and, where technically feasible, in real time.

If direct access is not natively integrated into the product or application interface, users can initiate a formal request procedure:

1. **Request Method:** Users can submit a specific request via email to rhoss@rhoss.com
2. **Processing Time:** Feedback and data delivery occur **without undue delay** and in any case within a maximum period of **30 days** from receipt of the request.
3. **Data Format:** To ensure maximum interoperability, data is extracted and delivered in a **structured, commonly used, and machine-readable format** (standard JSON or CSV).
4. **Gratuity:** Exercising the right of access and extracting the data generated by the product does not involve any cost for the final user.

Legal Limitations: The right of access is strictly limited to data generated by the actual use of the product by the requesting user. The manufacturer's or the Data Holder's trade secrets, proprietary software source code, and data belonging to other users are strictly excluded from the scope of extraction.

3. Data Sharing with Third Parties upon User Request

Article 5 of the Data Act grants users the right to request that data generated by the connected product be made available to a third party.

While the data access must be free for the end-user (the consumer), the Data Holder is legally entitled to request reasonable compensation from the third-party recipient for making data available to them.

The sharing process follows strict rules to protect the security and privacy of our users and the data generated by their devices:

- **User Initiative:** Sharing occurs exclusively upon the user's explicit mandate, who must formally authorize the Data Holder, indicating the specific data to be transferred and the identity of the third-party recipient.
- **Third-party Vetting:** In order to guarantee privacy and security standards third-party data recipients will have to perform a vetting process to ensure they meet quality standards.
- **Obligations of the Third-Party Recipient:** In accordance with Article 6 of the Data Act, the third party receiving the data is legally bound to use it exclusively for the purposes and under the conditions agreed with the user. They are expressly prohibited from transferring such data to further third parties or using it to develop a competing product.
- **Traceability:** Every data export flow to authorized third parties is appropriately recorded in the system logs to ensure maximum accountability and auditability of the transfer processes.

4. Contractual Basis and Limits on the Use of Non-Personal Data

Our use of **non-personal data** (anonymized technical information, aggregated hardware operating metrics) generated by the product is strictly regulated within the Privacy Policy accepted by the user.

5. Cloud Infrastructure Localization and Security Standards

To further guarantee European digital sovereignty and the security of the processed data, our technological architecture adopts the following standards.

Geographical Localization (Data Residency)

All data collected from IoT devices and European users' applications is routed, processed, and stored exclusively within data centers located in the **European Economic Area (EEA)**.

Certifications and Guarantees of Sub-processors

The cloud infrastructure partners chosen to deliver our digital services are selected according to strict criteria and hold the following enterprise-level credentials:

- **ISO/IEC 27001 Certification:** International standard for information security management.
- **Contractual Guarantees:** Strict bindings that prevent unlawful or unauthorized cross-border transfer of data to third countries outside the EEA, in the absence of the safeguards provided for by Chapter V of the GDPR and European Union adequacy decisions.

For any clarification regarding our company's compliance with the Data Act Regulation or to exercise your data access and portability rights, you can contact rhoss@rhoss.com.

Codroipo, 24/06/2026