Privacy Notice

Controller: Ateleris GmbH, Neumarkt 1, 7. OG, 5200 Brugg, Switzerland (UID: CHE-156.417.861) ("**Ateleris**", "**we**", "**us**")

Version: 1.1 – **Effective from:** October 30th 2026

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1. What this notice covers

1.1 This notice explains how Ateleris processes personal data **as controller** – that is, where we decide why and how personal data is processed. It covers the Transcription Service website, the self-service portal for the Transcription Service once that is available, and our dealings with customers, prospective customers, and suppliers.

1.2 We provide it to meet the duty to inform under Art. 19 of the Swiss Federal Act on Data Protection ("**nFADP**", in German the revised DSG) and, where the EU General Data Protection Regulation ("**GDPR**") applies to the relevant processing, Art. 13 and 14 GDPR.

1.3 This notice is informational. It is **not** part of our General Terms and Conditions ("**Terms**"), the Data Protection Agreement ("**DPA**"), or any Customer Contract, and it does not create contractual rights or obligations. We may update it as described in §13.

2. What this notice does not cover

2.1 **Audio and transcriptions processed through the Transcription Service.** Where a customer submits audio to our API, that customer decides why and how the recording is processed. The customer is the controller; Ateleris is the processor and acts only on that customer's instructions under the DPA. We do not decide what is recorded, we do not use recordings or transcriptions for our own purposes, and we do not use them to train or improve our models.

2.2 **If your voice appears in a recording** that an organisation has transcribed using our Service, and you want to know what was recorded, why, or for how long – or you want to exercise your rights in respect of that recording – please contact that organisation. It holds that information and is responsible for answering you. We support it in responding, but we cannot identify you from a recording and we are not permitted to act on the recording without its instruction.

2.3 **Our own employees.** Ateleris' employees and other personnel receive a separate internal privacy notice covering the employment relationship.

3. Whose personal data we process

This notice concerns:

- contact persons, signatories, and billing contacts at our customers and prospective customers;
- individuals who contact us for support, by email or by telephone;
- visitors to our website;
- users of the self-service portal, once it is available;
- contact persons at our suppliers and service providers.

It does not concern individuals whose voice appears in audio submitted to the Service; see §2.

4. What we process, why, and for how long

Where a legal basis is given below, it applies to the extent the GDPR applies to the processing concerned. Under the nFADP we rely on the fact that the processing is necessary for the purpose stated, proportionate to it, and carried out in good faith.

Category	What we process	Why, and legal basis where the GDPR applies	How long we keep it
Customer relationship	Name, business contact details, role, correspondence, contract documents	To conclude and perform the Contract and to communicate with you about the Service. Art. 6(1)(b) GDPR; Art. 6(1)(f) for contact persons who are not themselves a party.	For the term of the relationship, then 24 months, subject to the business-record retention below
Billing and accounting	Billing contact, invoices, aggregated usage totals, payment records	To invoice, collect fees, and keep our accounts. Art. 6(1)(c) and Art. 6(1)(b) GDPR.	10 years from the end of the financial year, Art. 958f OR
Support	Name, email address, telephone number, the content of your request, and our correspondence	To answer support requests and to reproduce and fix faults. Art. 6(1)(b) and Art. 6(1)(f) GDPR.	24 months after the case is closed. Any Customer Data attached to a support case is deleted separately under §4.9 of the DPA
Service Data	Technical and operational data generated when the Service runs; see §5	To operate, secure, and support the Service, to prevent abuse, to plan capacity, to troubleshoot faults, and to calculate fees. Art. 6(1)(f) GDPR, and Art. 6(1)(b) for billing.	6 months in our production systems, plus the backup retention set out in Annex 2 to the DPA
Enquiries and marketing	Name, business contact details, and a record of our contact with you	To respond to enquiries and to contact organisations that may be interested in the Service. Art. 6(1)(f) GDPR, or Art. 6(1)(a) where consent is required.	24 months from our last contact, or until you object
Suppliers	Contact person details, correspondence, invoices	To manage the supplier relationship and to keep our accounts. Art. 6(1)(b), Art. 6(1)(f), and Art. 6(1)(c) GDPR.	As for business records above
Website	Page views, referring URLs, browser and device type, approximate geographic location (country level, derived from the IP address), and session duration. We use Umami, a privacy-friendly, open-source web analytics tool. No cookies are set. Umami is self-hosted in Switzerland. No analytics data is shared with third parties or transferred outside Switzerland.	To deliver and secure the website and improve our offering. Art. 6(1)(f) GDPR.	36 months

5. Service Data

5.1 We generate technical and operational data when the Service runs. §2 of the Terms defines this as "**Service Data**" and lists the fields: request metadata, timestamps, audio duration and file size, the model used, and status or error codes. Service Data does not include the content of audio files or transcriptions.

5.2 Most Service Data fields describe a request rather than a person. Where a field can be linked to an individual – for example because an API key is issued to, or used by, one named person – we treat it as personal data and this notice applies to it.

5.3 We do not use Service Data to reconstruct the content of audio files or transcriptions.

5.4 We use aggregated, non-identifying statistics derived from Service Data, for example request volumes, error rates, and distributions of audio duration, to operate, secure, support, and improve the Service. These statistics do not permit any individual to be identified.

5.5 Where Service Data constitutes personal data, we act as controller for it. That is a different role from the one we have in respect of audio and transcriptions, where we act as processor for our customer; see §2.

6. Who we share personal data with

6.1 We do not sell personal data and we do not disclose it for advertising.

6.2 We engage the following processors, which process personal data only on our instructions:

Processor	Purpose	Location
Infomaniak Network SA	Cloud hosting infrastructure for the Service	Switzerland
Microsoft Azure	Storage, processing, and visualization of Service Data and web analytics data.	Switzerland (Switzerland North region)
Microsoft Ireland Operations Ltd	Email, calendar, and office productivity, including support correspondence	EU / EFTA
ORATON Swiss AG	Bookkeeping and financial statements	Switzerland

6.3 We also disclose personal data to recipients that act in their own right rather than on our instructions: our bank, for payment processing; our accountant, auditor, and legal and tax advisers, under their own professional obligations; and public authorities and courts where we are required by law to disclose.

6.4 Where we engage a processor, we do so under a written agreement requiring it to process personal data only on our instructions, to keep it confidential, and to apply appropriate technical and organisational measures. The sub-processors we engage for our customers' audio and transcriptions are a separate matter and are listed in Annex 3 to the DPA.

7. Disclosure abroad

7.1 The infrastructure we use to run the Service and to hold Service Data is located in Switzerland. Audio and transcriptions do not leave Switzerland; we make that commitment to our customers in §3.6 of the Terms and §4.4 of the DPA.

7.2 Our email, calendar, and office productivity environment is operated by Microsoft within the EU and EFTA, as shown in §6.2. Personal data in business and support correspondence is therefore disclosed abroad within the meaning of Art. 16 nFADP. The recipient states are the EU and EEA member states in which Microsoft operates datacentres for this purpose; Microsoft publishes the current list. All of them are listed in Annex 1 to the Data Protection Ordinance as providing adequate data protection, so no additional safeguard is required for these disclosures.

7.3 Service Data and web analytics data held in the Switzerland North region of Microsoft Azure is stored and processed in Switzerland. Microsoft personnel located outside Switzerland may remotely operate the underlying systems, but do not access data held in them without our authorisation. We give such authorisation only where it is necessary to resolve a specific support case.

7.4 Where we disclose personal data to a country not listed in Annex 1 to the Data Protection Ordinance, we rely on the European Commission's Standard Contractual Clauses together with the amendments and interpretations issued by the FDPIC, or on another safeguard permitted by Art. 16 and 17 nFADP. You may ask us for a copy of the safeguard we rely on; we may redact commercial terms.

8. Security

We apply technical and organisational measures appropriate to the risk, including role-based access control, multi-factor authentication for administrative access, encryption in transit and at rest, network segmentation, logging and monitoring, and vulnerability and patch management. The measures that apply to the Transcription Service are set out in Annex 2 to the DPA.

9. Your rights

9.1 Depending on which law applies to the processing, you have the right to:

- **obtain information** about the personal data we process about you, and a copy of it;
- **have inaccurate data corrected**, and incomplete data completed;
- **have data deleted**, or have its processing restricted;
- **object** to processing we carry out on the basis of our legitimate interests, including for direct marketing;
- **receive certain data in a machine-readable format**, or have it transmitted to another controller, under Art. 28 nFADP or Art. 20 GDPR;
- **withdraw your consent** at any time, where we rely on consent. Withdrawal does not affect processing carried out before it.

9.2 To exercise a right, write to the email address in §14. We respond within 30 days where the nFADP applies and within one month where the GDPR applies, and we tell you if we need longer. We may need to confirm your identity first, and will ask only for what is necessary to do so.

9.3 Exercising these rights is free of charge.

9.4 If your request concerns a recording that an organisation transcribed using our Service, please see §2.2 – that organisation, not Ateleris, can answer it.

10. Automated individual decision-making

We do not take decisions about you based solely on automated processing that have legal consequences for you or otherwise significantly affect you, and we do not carry out profiling for such purposes. The Service applies automated speech recognition to audio, but it makes no decision about any individual; §10 of the Terms describes its accuracy limits.

11. Whether you have to provide personal data

Where we need personal data to conclude or perform a contract, or to comply with a legal obligation such as issuing a compliant invoice, providing it is necessary and we cannot proceed without it. Anything else is voluntary, and declining has no consequence beyond our not being able to do the thing you asked for.

12. Complaints

If you think we have handled your personal data unlawfully, please contact us first – we would like the chance to put it right. You may also lodge a complaint with a supervisory authority:

- in Switzerland, the Federal Data Protection and Information Commissioner (FDPIC), Feldeggweg 1, 3003 Bern – www.edoeb.admin.ch;
- where the GDPR applies, the supervisory authority of your habitual residence, your place of work, or the place of the alleged infringement.

13. Changes to this notice

We may update this notice, for example when we engage a new provider or launch the self-service portal. The current version is always available at https://transcription.ateleris.com/en/privacy/ and, once available, from the footer of the self-service portal. The version and effective date are shown at the top. Where a change materially affects how we process personal data, we will notify affected customers by email.

14. Contact

Ateleris GmbH, Neumarkt 1, 7. OG, 5200 Brugg, Switzerland – transcription@ateleris.ch – +41 56 511 24 42

We have not appointed a data protection advisor under Art. 10 nFADP or a data protection officer under Art. 37 GDPR, and we are not required to do so. Appointment is voluntary for private controllers under the nFADP, and our processing does not meet the criteria in Art. 37(1) GDPR.