

NewsIntel — Privacy Policy

Global Staffing Support B.V. (“GSS”) — www.newsintel.eu

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1. Who we are and what this policy covers

This Privacy Policy explains how **Global Staffing Support B.V.** (“GSS”, “we”, “us”), a private limited liability company incorporated under the laws of the Netherlands, registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 09132165, VAT number NL811925225B01, with its registered office at Kraailandhof 63, 3828 JP Hoogland, the Netherlands, processes personal data.

This policy applies to:

- our public website at www.newsintel.eu and all of its subpages, including the pricing page, the contact form, the demo-booking flow and the free sample-article request flow (the “**Website**”);
- the **NewsIntel** customer application at app.newsintel.eu, together with the administrative console (the “**Service**”);
- our commercial communications, demo bookings, sample Articles and newsletters.

This policy does **not** apply to:

- the websites, applications or newsletters of our customers, even where these display Articles produced by the Service. Where a customer publishes an Article on its own channels, that customer determines the purposes and means of that publication and acts as controller in respect of it;
- third-party websites we link to.

Where we act as a processor on behalf of a business customer, the processing is governed by our **Data Processing Agreement (DPA)** (<https://newsintel.eu/dpa.html>) with that customer and by that customer’s own privacy notice, not by this policy. Section 8 sets out the split of roles.

A note on terms. This policy uses “customer” for the organization that has a contract with us for the Service. The Terms of Service and the DPA call that same party the “Client”. “Article”, “Service”, “Project”,

“Channels” and “News Master” have the meanings given in the Terms of Service. “Personal data”, “controller”, “processor” and “joint controller” have the meanings given in Art. 4 GDPR.

Contact for privacy matters: privacy@newsintel.eu

2. Summary table — what we process and why

The table below is a summary. The full detail is in Sections 3 to 7.

Category of data subject	What we process	Why	Legal basis (Art. 6 GDPR)
Website visitors	Technical data, security data, consent record	Operate and secure the Website	Legitimate interests (f); legal obligation (c) for the consent record
Prospects, contact-form and demo enquiries	Name, work e-mail, company, role, message, appointment details	Answer enquiries, hold demos, pre-contractual steps	Contract / pre-contractual steps (b); legitimate interests (f)
Sample-article requesters	Name, work e-mail, company website, company LinkedIn URL, description of their work, up to 8 topic keywords	Produce and send one free sample Article; follow up commercially	Pre-contractual steps (b); legitimate interests (f)
Customer users (account holders)	Account, authentication, role, activity and support data	Provide, secure, support and bill the Service	Contract (b); legitimate interests (f)
Billing contacts	Billing name, address, VAT number, payment status	Invoicing, collection, accounting	Contract (b); legal obligation (c)
Newsletter recipients (our own list)	E-mail, name, subscription status	Send our own newsletter	Consent (a), or soft opt-in for existing business contacts
Newsletter recipients (customer lists)	E-mail, name, status, send events	Operate the mailing on the customer's instructions	We act as processor; the customer's basis applies
Individuals named in sources a customer designates	Whatever that source material contains	Generate Articles on the customer's instructions	We act as processor; the customer's basis applies
Individuals mentioned in Articles	Name and publicly reported information appearing in source material	Produce and review news content	Legitimate interests (f), read with freedom of expression and the journalistic context
Applicants, partners, suppliers	Contact and contractual data	Recruitment, procurement, partnership administration	Contract (b); legitimate interests (f); consent (a) where applicable

3. Website visitors

3.1 What we process

- **Technical and connection data:** IP address, user-agent string, device and browser type, operating system, language settings, referring URL, requested pages, date and time of request, HTTP status.
- **Security data:** rate-limiting counters, bot-detection signals and blocked-request records generated by our own infrastructure.
- **Consent record:** the record of the choice you make in the cookie banner, and when you made it. It is held in your browser's local storage; we keep no copy on our servers. See the **Cookie Policy** (<https://newsintel.eu/cookies.html>).

The Website loads no third-party fonts, scripts or other third-party resources, and places no analytics technology in your browser. The **Cookie Policy** sets out exactly what is and is not stored on your device.

3.2 Why and on what basis

Purpose	Legal basis
Deliver the Website and keep it functioning	Legitimate interests — Art. 6(1)(f)
Protect the Website against attack, abuse, scraping and fraud	Legitimate interests — Art. 6(1)(f)
Store and honour your cookie choice	Legal obligation — Art. 6(1)(c), read with Art. 11.7a Dutch Telecommunications Act

We currently run no analytics or statistics technology on the Website. If we introduce it, it will be placed only with your consent — Art. 6(1)(a) — and this policy and the Cookie Policy will be updated before it goes live.

3.3 The cookie banner

The banner on the Website offers two choices — “**Accept all**” and “**Essential only**”. “Essential only” is a full rejection of every non-essential category. Because no non-essential technology is currently placed on the Website, your choice records a preference that we will honour if that ever changes, rather than switching anything on or off today. You can change your choice at any time via **Cookie settings** (<https://newsintel.eu/cookie-settings.html>). The full detail is in the **Cookie Policy**.

4. Prospects, contact forms, demo bookings and sample Articles

4.1 The four entry points on the Website

The Website offers four distinct ways to get in touch, and they collect different data.

Entry point	What we collect
Contact form	Name, e-mail address, your question
Demo booking	Handled by Cal.com: your name, e-mail address, chosen slot, time zone and any notes you add

Entry point	What we collect
Free sample-article request	Your name, work e-mail address, your company website, your company LinkedIn URL (optional), one or two sentences describing what you do, and up to eight topic keywords
Newsletter subscription	E-mail address, and the fact and time of your subscription

The Website states that a reply to the contact form usually arrives within one business day, and that a sample Article arrives within approximately 24 hours. We hold ourselves to those statements.

4.2 Why and on what basis

- To answer your question, prepare a proposal, produce your sample Article and take steps at your request before entering into a contract — **Art. 6(1)(b)**. The keywords and the description of your work are used to brief the News Master who curates your sample.
- To hold and follow up on a demo, and to maintain our business-development records — **Art. 6(1)(f)**, our legitimate interest in developing our business, balanced against your interest in not receiving unwanted contact. You can object at any time (Section 11).
- To send you our own newsletter or product updates — **Art. 6(1)(a)** consent, or, where you are an existing business contact and the communication concerns similar products and services, the soft opt-in permitted by Art. 11.7 of the Dutch Telecommunications Act. Every message contains a working one-click unsubscribe link.

Subscribing to the newsletter is optional and separate from requesting a sample Article: you can have the sample without joining the list.

How long we keep this data: see Section 12.

5. Customer users of the Service

This section describes data we process as controller in order to run the Service: accounts, security, billing and the audit trail. Content and recipient data processed on a customer's behalf is covered in Section 8 and in the DPA.

5.1 Account and identity data

Name, work e-mail address, company, job title, preferred language, a securely hashed password, e-mail-verification codes and their expiry, session tokens, and — where the customer uses single sign-on via Google — the identifiers supplied by that identity provider.

Basis: performance of the contract with the customer — **Art. 6(1)(b)** — and our legitimate interest in operating a secure, accountable multi-tenant platform — **Art. 6(1)(f)**.

5.2 Authorization and tenancy data

Workspace and project memberships, roles and permissions (Workspace Owner and Workspace Member at workspace level; News Master and Viewer at project level), the active workspace or project, and API keys issued to the customer's project — stored hashed with a pepper and displayed once, at creation.

Basis: **Art. 6(1)(b)** and **Art. 6(1)(f)**.

5.3 Usage, audit and operational data

- **Editorial and application events:** who performed which action on which object and when — including creation, editing, approval, rejection, publication, unpublication and deletion of Articles, changes to sources, keywords, quotas and policies, key creation and revocation, and administrative actions.
- **Technical telemetry:** request timestamps, IP address, endpoint, response status, latency, error traces.
- **AI-processing records:** model used, token counts, latency, and — where a request is logged — the input text and derived vector representations. Our logging pipeline redacts passwords, tokens, API keys, authorization headers and e-mail addresses before storage.

Basis: Art. 6(1)(f) — security, abuse prevention, service quality, cost accounting, demonstrating compliance with our own source and editorial policy, and handling disputes. For part of this data an additional basis is Art. 6(1)(c).

5.4 Support data

When you submit a support request from within the application we receive the subject, description, the URL of the page you were on, the timestamp, your user and workspace identifiers, your e-mail address, and any attachments you add.

Basis: Art. 6(1)(b) and Art. 6(1)(f).

5.5 Billing and payment data

Company name, billing address, VAT identification number, contact person, subscription plan, Article-usage counts for overage billing, invoice history, payment status and mandate references.

Card and direct-debit details are collected and processed directly by Stripe as our payment-services provider; GSS does not receive or store full card numbers or bank credentials.

Basis: performance of the contract — Art. 6(1)(b) — and compliance with statutory accounting and tax obligations — Art. 6(1)(c).

Retention: invoices and supporting records are kept for seven years from the end of the relevant financial year, as required by Dutch tax law (Art. 52 Algemene wet inzake rijksbelastingen).

6. Newsletter recipients

There are two distinct situations, and the roles differ.

6.1 Our own newsletter (GSS as controller)

If you subscribe to communications from GSS about NewsIntel, we process your e-mail address, name (optional), subscription and unsubscribe timestamps, and delivery and interaction events.

Basis: consent — Art. 6(1)(a) — or the soft opt-in for existing business contacts under Art. 11.7 of the Dutch Telecommunications Act. Withdrawal is possible at any time via the unsubscribe link in every message or by writing to us.

If you unsubscribe, we delete your subscription record and keep only a suppression record — your address and the fact that you opted out — for **90 days**, so that we do not add you back by mistake and so that we can restore your subscription if you ask us to within that period. After 90 days the suppression record is deleted as well. See Section 12.

6.2 A customer's newsletter (GSS as processor)

Our customers can build recipient lists inside the Service — by adding addresses manually, importing a CSV file, or connecting a subscription form on their own website to our public API using a server-side key scoped

to newsletter subscription — and the Service then composes and sends a digest of published Articles to those recipients.

In that scenario the customer decides who is on the list, on what basis, and what is sent. The customer is the controller; GSS is the processor and acts only on the customer's documented instructions under the DPA. If you received such a newsletter and want your data removed, use the one-click unsubscribe link in the e-mail, which takes effect immediately, or contact the sender directly. You may also contact us and we will forward your request to the relevant customer without undue delay.

We process for these mailings: recipient e-mail address, optional name, active or inactive status, subscription and unsubscribe timestamps, the unsubscribe token, and technical send outcomes. Re-subscription of a previously unsubscribed address restores the existing record rather than creating a duplicate.

7. Individuals mentioned in Articles

The Service monitors a curated pool of third-party publications and data sources and generates Articles grounded in that source material. An Article may therefore mention identifiable individuals — most commonly people acting in a public, professional or corporate capacity, as reported in the underlying source.

7.1 How we limit this processing

Controls in place today:

- **Curated sources only.** Articles are generated from a pool of sources selected and managed by GSS under a documented source-selection and compliance policy, which includes verifying lawful access and honouring machine-readable text-and-data-mining reservations (opt-outs) under Art. 4 of Directive (EU) 2019/790. The allowlist of permitted domains is enforced at discovery and before a page is fetched, not merely recorded as configuration.
- **Human editorial gate.** Every Article is reviewed by a human editor (a "News Master") and must be approved before it is delivered to a customer. No Article reaches a customer channel without that review, and publication is blocked by policy if approval has not been given.
- **Editorial guidelines.** Our guidelines restrict the unnecessary use of personal data relating to non-public individuals, and prohibit the generation of content in the special categories of Art. 9 GDPR or relating to criminal offences under Art. 10 GDPR about identified individuals.
- **Prompt-level grounding.** The actual content of the retrieved sources is supplied to the generating model, so that Articles are written from the source material rather than from the model's own recollection.
- **Immutable revisions.** Generation, regeneration and manual edits create a new revision rather than overwriting published content, so the editorial history of an Article can be reconstructed.
- **Cover images.** Cover images are produced by a model that generates illustration rather than photorealistic imagery of people, which materially reduces the risk of an image appearing to depict a real person.

Controls we are building, which are not yet in place:

- automated detection of references to real, identified persons, with a blocking or confirmation step before approval;
- claim-level verification, tying each individual claim to a specific source passage and blocking approval where a claim cannot be tied;
- bias and toxicity screening with quarantine;
- recorded image provenance (model, prompt, timestamp) as an auditable record.

Until those controls are in place, the human editorial gate is the control that protects individuals, and we describe it as such.

7.2 Legal basis and your rights

We rely on our legitimate interests — Art. 6(1)(f) — in producing and supplying news and information content, read together with the freedom of expression and information guaranteed by Art. 11 of the Charter of Fundamental Rights of the European Union and given effect in Dutch law. We perform and document a balancing test.

If you believe an Article processes your personal data unlawfully, or contains a factual inaccuracy about you, contact us at privacy@newsintel.eu. We will:

- acknowledge your request without undue delay;
- assess it against a documented balancing of interests, and record the outcome;
- where the request is justified, remove the Article from our own systems, prevent redelivery, and instruct every customer to whom the Article was delivered to remove or anonymize it from all of their channels — including website archives and scheduled future mailings — within 72 hours;
- inform you of the outcome, in any event within one month of receipt, extendable by two further months for complex requests.

Note that e-mails already sent cannot be recalled. In that case the Article is removed from web-accessible newsletter archives and excluded from all future distribution.

Where we process personal data about you that we did not obtain from you, Art. 14 GDPR normally requires us to contact you directly. Contacting every individual named in every Article would involve disproportionate effort within the meaning of Art. 14(5)(b) GDPR. We therefore make this information public instead, and we apply the compensating measures described in §7.1. On request we will tell you which source material an Article about you was drawn from, and we retain the full source URL for that purpose. Where processing is carried out for journalistic purposes, the exemptions in Art. 85(2) GDPR and art. 43 of the Dutch GDPR Implementation Act (UAVG) may additionally apply; we assess this per case and do not rely on it to avoid responding to you.

7.3 AI-generated content and transparency

Articles are generated using artificial intelligence and reviewed by a human editor. Cover images are generated entirely by artificial intelligence; no third-party photographic material is used. Articles and cover images are marked at the point of generation in a machine-readable format that identifies them as artificially generated, as required of us under Art. 50(2) of Regulation (EU) 2024/1689. We also supply human-readable origin and authorship metadata so that the publishing customer can make the disclosure required of it under Art. 50(4) towards its own readers.

The customer applies that labelling on its own channels and publishes each Article under its own editorial responsibility.

We do not use customer content or the personal data described in this policy to train or fine-tune our own or third-party AI models.

7.4 No automated decision-making about you

We do not take decisions about you that are based solely on automated processing and that produce legal effects concerning you or similarly significantly affect you, within the meaning of Art. 22 GDPR. The generation of an Article is not such a decision: it is always followed by human editorial review before delivery.

7.5 How long we keep Articles

While a customer's agreement is running, Articles, their revisions and the editorial audit record are kept for the periods set out in Annex I, Part C to the DPA.

After that agreement ends, we keep each Article we delivered to that customer, together with its revisions, its published snapshot, its cover images and the associated editorial audit record, for **twenty-four (24) months** from the date the agreement ends, and delete them at the end of that period. We keep them in order to demonstrate that we met our own editorial, source-selection and accountability obligations, and so that we can establish, exercise or defend legal claims — **Art. 6(1)(f)**, and Art. 6(1)(c) where a record is required by law. We do not use them for any other purpose, and we do not use them to train or fine-tune AI models. This retention is described in DPA §11.4, and it does not affect the customer's own rights in the Articles it received.

Your rights under Section 11 apply to this retained material in the same way as to anything else we hold about you, and a justified request under §7.2 leads to removal from the retained record as well as from the live systems.

8. Roles: when we are controller, processor or joint controller

Because the Service both produces content of our own and handles content and lists supplied by customers, the roles differ per activity.

Processing activity	GSS role	Customer role
Website, marketing, contact form, demo bookings, sample Articles	Controller	—
Customer accounts, security, audit logs, billing	Controller	—
Source monitoring, scraping, clustering and generation inside our own pipeline	Independent controller	—
Editorial approval of an Article containing personal data	Potentially joint controller (Art. 26 GDPR)	Potentially joint controller
Delivery of an approved Article to the customer's Channels	Processor in respect of the delivery	Controller of the publication
Publication of a delivered Article on the customer's channels	—	Controller
Newsletter recipient lists supplied or collected by the customer	Processor	Controller
Sources, keywords, project configuration and other content the customer supplies or designates	Processor	Controller
Research of a customer's own sources by GSS personnel	Processor, on the customer's instructions	Controller

Where GSS and a customer jointly determine the purposes and means of a processing activity, the allocation of responsibilities is set out in the DPA, which prevails on this subject. The essence of that arrangement is available to data subjects on request and is set out in **DPA Annex V**.

9. Recipients and sub-processors

We share personal data only where necessary, and only with parties bound by confidentiality and by a data-processing agreement or an equivalent legal instrument.

9.1 Categories of recipient

- **Hosting, database and object storage:** operated by us on our own infrastructure. No third-party hosting or content-delivery provider processes personal data for the Website or the Service.
- **Payments:** Stripe — subscription billing, direct debit and card payments, invoicing.
- **E-mail delivery:** TransIP — verification e-mails, notifications and newsletter sending.
- **Scheduling:** Cal.com — demo and appointment booking.
- **Error monitoring and product analytics:** Sentry (error and performance monitoring); Amplitude (product analytics in the Service, consent-gated).
- **AI model providers:** OpenAI — text generation and cover-image generation.
- **Search and discovery:** DuckDuckGo — used to discover candidate source material.
- **Customer-registered delivery targets:** where a customer registers a Channel or other delivery target operated by a third party, Articles and the personal data they contain flow to that system at the customer's instruction and under the customer's own agreement with that provider.
- **Professional advisers and authorities:** accountants, auditors, lawyers, and competent authorities where we are legally required to disclose.

The itemized list of sub-processors forms **Annex III to the Data Processing Agreement** and is published at <https://newsintel.eu/subprocessors.html>. The transfer mechanism applicable to each of them is recorded by us and made available on request (**DPA §8.4**). Customers are notified of any intended addition or replacement in accordance with **DPA §7.4**.

9.2 We do not sell personal data

We do not sell personal data, and we do not share it for cross-context behavioural advertising. We show no third-party advertising on the Website or in the Service.

10. International transfers

Our application infrastructure is located in the European Union.

Some of our sub-processors — in particular our error-monitoring, analytics and scheduling providers — process data on infrastructure located outside the EEA, including in the United States. Where that is the case, the transfer is made on one of the following bases:

- an **adequacy decision** of the European Commission under Art. 45 GDPR, including the EU-US Data Privacy Framework where the recipient is certified;
- the European Commission's **Standard Contractual Clauses** under Art. 46(2)(c) GDPR, supplemented by a documented transfer impact assessment and additional technical and organizational measures (encryption in transit, access minimization, and contractual challenge-and-notify commitments); or
- where applicable, a derogation under Art. 49 GDPR.

Where a customer is established outside the EEA, or where personal data originates in the United Kingdom or Switzerland, the corresponding transfer instrument applies — the UK International Data Transfer Addendum, or the Swiss addendum to the Standard Contractual Clauses, as the case may be.

You may request a copy of the relevant safeguards, with commercially confidential terms redacted, by writing to privacy@newsintel.eu.

11. Your rights

Subject to the conditions and exceptions of the GDPR, you have the right to:

- access your personal data and receive a copy;
- rectify inaccurate data, and complete incomplete data;
- erase your data (“right to be forgotten”);
- restrict processing;
- data portability in a structured, commonly used, machine-readable format, where processing is based on consent or contract and carried out by automated means;
- object to processing based on our legitimate interests, including profiling, and to object at any time to processing for direct-marketing purposes;
- withdraw consent at any time, without affecting the lawfulness of processing carried out before withdrawal;
- not be subject to a decision based solely on automated processing that produces legal effects concerning you or similarly significantly affects you.

11.1 How to exercise them

Write to privacy@newsintel.eu. We respond within one month of receipt, extendable by up to two further months where the request is complex or numerous, in which case we tell you within the first month. We may ask for information reasonably necessary to verify your identity; we will not ask for more than is needed.

If your request concerns data we process as a processor on behalf of a customer — for example a newsletter list — we will, without undue delay, refer you to that customer and forward your request to them. Neither party will unilaterally reject a request concerning an Article without consulting the other.

There is no charge for exercising your rights, unless a request is manifestly unfounded or excessive, in which case we may charge a reasonable fee or refuse to act, and will explain why.

11.2 Complaints

If you are unhappy with how we have handled your data, please tell us first so that we can try to resolve it. You also have the right to lodge a complaint with a supervisory authority — in the Netherlands the Autoriteit Persoonsgegevens, Postbus 93374, 2509 AJ Den Haag, autoriteitpersoonsgegevens.nl — or with the authority in your country of residence or workplace. You may also seek a judicial remedy.

12. How long we keep your data

We keep personal data only for as long as we need it for the purpose we collected it for, or for as long as the law requires. The periods below apply to data we hold as controller. Where we hold data as processor on a customer’s behalf, the periods in **Annex I, Part C** to the DPA apply and the customer can configure them within the limits the Service offers.

Data	How long we keep it
Contact-form enquiries, demo bookings and free sample-article requests	30 days from our last exchange with you, unless a contract follows, in which case the data becomes customer data and is kept under the rows below
Our own newsletter — while you are subscribed	Until you unsubscribe or ask us to remove you

Data	How long we keep it
Our own newsletter — after you unsubscribe	A suppression record only (your address and the fact that you opted out), kept for 90 days and then deleted
Website technical and security logs	90 days
Cookie consent record	Held in your browser until you change it or clear your browsing data. We keep no copy
Customer account and identity data	Term of the customer's agreement plus 90 days
Support tickets	24 months after the ticket is closed
Editorial and generation audit logs	24 months
AI-processing records	12 months
Scraped source records	90 days from scraping
Articles and revisions	Term of the customer's agreement plus the export window; delivered Articles and the editorial audit record for 24 months after that agreement ends (see §7.5)
Invoices and accounting records	Seven years from the end of the relevant financial year (Art. 52 Algemene wet inzake rijksbelastingen)
Newsletter lists a customer operates through the Service	Until the customer removes the address or the recipient unsubscribes; a suppression record is then kept for 90 days, so that the address is not added back by mistake, and deleted

Where neither this policy nor Annex I, Part C to the DPA states a period for a category of personal data, we keep that data for no longer than **30 days**.

We may keep data beyond these periods only where the law requires it, or for as long as it is needed to establish, exercise or defend a legal claim. Data kept on that basis is restricted to that purpose and deleted once it no longer applies.

13. Security

We apply technical and organizational measures appropriate to the risk. The list below distinguishes what is in place from what is being implemented, because a security claim in a privacy notice is a public representation.

In place

- encryption of data in transit using TLS, with HTTP redirected to HTTPS;
- role-based access control, membership-scoped authorization, and enforcement of tenant scoping (workspace and project) in queries, endpoints and background jobs;
- password hashing; API keys stored hashed with a pepper and displayed once at creation; production secrets held outside the source repository;
- centralized log sanitization that redacts credentials, tokens, authorization headers and e-mail addresses before logs are stored;
- input validation, output sanitization and sanitized server-side Markdown rendering;

- rate limiting and scoped permissions on public API keys;
- least-privilege internal access and logging of administrative actions;
- error and performance monitoring;
- code review, automated tests and dependency monitoring.

No system can be guaranteed absolute security. If a personal-data breach occurs, we will notify the Autoriteit Persoonsgegevens within 72 hours where the breach is likely to result in a risk to individuals, notify affected individuals where the risk is high, and notify affected customers without undue delay in accordance with the DPA.

A current description of our technical and organizational measures, including measures under development, forms **Annex II to our Data Processing Agreement** and is available to customers and to prospective customers on request at privacy@newsintel.eu.

14. Children

The Service is offered exclusively to business customers and is not directed at children. We do not knowingly collect personal data of persons under 16. The Dutch UAVG sets the age at 16 under Art. 8(1) GDPR. If you believe a child has provided us with personal data, contact us and we will delete it.

15. Changes to this policy

We may amend this Privacy Policy to reflect changes in the Service, our sub-processors or the law. The effective date is shown at the top of this policy. Where a change materially affects how we process personal data relating to you, we will notify you — by e-mail to account holders, or by a prominent notice on the Website — at least 30 days before it takes effect.