Tourassistant

Privacy notice for Tourassistant

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1. Controller and contact

Nils Bernatzki, trading as CABkonia Software, Friedrich-Ebert-Straße 27, 46238 Bottrop, Germany, is the controller for the processing we carry out for our own purposes described below. For data protection questions and to exercise your rights, contact info@tourassistant.de.

This notice covers our website, the application including its installed PWA, account management, communication and billing. Where we process personal contacts, tours or other content exclusively on behalf of a business customer, that customer determines the purposes and legal bases. The data processing agreement applies to that processing. You may exercise rights concerning such entrusted data against the customer acting as controller; if requests are addressed to us, we assist with identifying the appropriate recipient and handling the request.

2. Sources of data and required information

We receive data from you, through your use of our services, and from your company or authorised users, for example through invitations and sharing. We also receive payment and subscription status from Stripe, and results from the map and location services used for addresses entered.

An account requires your full name, an email address, a password and the necessary contractual declarations. A company other than the acting user is identified as the contracting party. Paid services additionally require the necessary order, billing and payment details. Without required information, we cannot provide the account or the relevant service. Optional information, feedback and additional support content are not a general prerequisite for an account.

3. Purposes and legal bases

Website, operation and security

When you access the service, technically necessary connection and usage data is processed, in particular IP address, time, requested address, browser/device information and response or error status. We need this data for delivery, stability, error analysis and preventing abusive access. The legal basis is Article 6(1)(f) GDPR; our interests are a secure and functioning service.

Registration, account and contractual records

We process names, email address, authentication data, language, account identifiers, company details where applicable, and the history of registration and email confirmation. Passwords are managed through Supabase Auth. This also includes plan, trial period, credits, permissions and necessary administrative data.

When agreements are accepted, we store the acting person and contracting party, the specific declaration, time, language, accepted document versions and their checksums. This serves to conclude, perform and evidence agreements; acknowledging this privacy notice is not blanket consent to all processing.

For Enterprise inquiries, the declaration for the specified company is documented with the inquiry and the email contact provided, and assigned to the subsequent company contract. Invited users are assigned to that company; their registration does not conclude another company data processing agreement. Authorised company administrators can retrieve the associated company contractual records.

The legal basis is Article 6(1)(b) GDPR where you are yourself a contracting party. For contacts and employees of our business customers and for necessary recordkeeping, we rely on Article 6(1)(f) GDPR: our interests in contract administration, authorised access management and clarification of legal claims. Records required by law are processed under Article 6(1)(c) GDPR.

Companies, contacts and tours

Tourassistant processes contacts, addresses and location references, tours, stops, appointments, backlog, planning preferences and planning results. Company use additionally involves memberships, roles, teams, invitations and sharing. Company representatives and other users can see and manage this data in accordance with their assigned rights. When a user leaves a company, the associated company content remains with the company; a personal account is not automatically deleted as a result.

The legal bases above apply to our own account and service administration. We process personal content for which the customer is responsible on its documented instructions under the data processing agreement; this does not replace the customer's legal basis.

Maps, address search and route calculation

We use Google Maps Platform for maps, address suggestions, geocoding and distance/travel time calculations. Search text, addresses, coordinates and waypoints necessary for calculations are transmitted to Google. When browser-side Google functions load, Google also receives connection data such as IP address and technical browser information. Data transfers may begin as soon as a page with integrated Google functions is opened.

We use these functions to provide the requested contact and tour planning. Where you are yourself a contracting party, Article 6(1)(b) GDPR is the basis for necessary processing for our own purposes; for company users, Article 6(1)(f) GDPR applies with the interest of providing the functions requested by the company. For entrusted data, transmission follows the documented customer instruction and its legal basis. This does not replace any separately required consent for access to terminal equipment. Google also processes data on its own responsibility under the applicable controller-to-controller terms. Further information is available in the Google privacy policy.

Orders, billing and payments

For paid services, we process contract, order, invoice, subscription and payment status data, including the necessary customer and transaction identifiers. We use Stripe for checkout, payment processing, invoices and the billing portal. Payment details are entered with Stripe; we receive the billing and status information necessary for administration and verification.

The legal bases are Article 6(1)(b) GDPR for performing the contract with you, Article 6(1)(f) GDPR for business customer/contact administration and necessary pursuit of claims, and Article 6(1)(c) GDPR for statutory accounting and retention obligations. Stripe assumes its own responsibilities for certain operations, such as fraud prevention and compliance with its statutory obligations. The Stripe privacy policy provides information on this.

Contact, support and messages

We process sender/recipient details, company where applicable, category, content and time of your inquiry, and the necessary handling history. This covers contact forms, email and messaging functions. A tour problem report you attach may additionally contain tours, addresses, planning settings and technical diagnostic data; provide

only necessary content that you are permitted to share. Form inquiries are delivered through Resend to the appropriate mailbox; the support mailbox is hosted by STRATO.

Necessary account, contractual, security, maintenance and change notifications are also sent through Resend; authentication emails use the SMTP connection configured for that purpose. Recipients, content, delivery status and necessary retry/delivery information are processed. These messages are not a general marketing newsletter.

The legal basis is Article 6(1)(b) GDPR for an inquiry relating to your contract, otherwise Article 6(1)(f) GDPR with the interest of answering inquiries and operating the service properly. Statutorily required notifications are based on Article 6(1)(c) GDPR. Content processed on a customer's behalf is handled under the data processing agreement.

Feedback, activity data and error reports

When you provide feedback, we store your rating and optional free text with your user identifier and time. Postponing a feedback prompt is also stored with the user identifier and time so that it does not immediately appear again. The purpose is to improve the service and manage such prompts appropriately.

For internal operational and usage overviews, we record account activity, such as first and last use, days of use, associated plan and company affiliation. Business and technical events, credit transactions and necessary error reports assist with operation, billing, support and troubleshooting. Error reports may contain user identifier, affected page, error description and limited technical context. We do not use external analytics or marketing cookies.

The contractual and statutory bases above apply to necessary billing operations. Otherwise, the basis is Article 6(1)(f) GDPR; our interests are operational security, traceable error correction, product improvement and avoiding repeated prompts.

External hotel offers

When you choose to open a hotel search, the search address, travel dates, number of persons and selected filters may be passed to Booking.com in the link. On access, Booking.com also processes its own connection data. The transfer serves the search you requested on the basis of Article 6(1)(b) or (f) GDPR as with the planning functions. The external provider's privacy notice applies to subsequent processing there.

4. Recipients and access

We use the following service providers for the tasks described:

Service	Function and data concerned
Supabase Pte. Ltd., Singapore	Authentication and database operation; accounts, customer content, company assignments, technical and operational data. Primary project region Frankfurt.
Vercel Inc., USA	Delivery of the website/app, server functions and operational logs; resulting requests and processed content. The region of individual functions does not restrict all provider operations.
Plus Five Five, Inc. (Resend), USA	Sending system, authentication, contractual and support emails; recipients, content, attachments and delivery information. Sending region Ireland, storage and additional processing in the USA.
STRATO GmbH, Germany	Operation of the support mailbox; incoming and processed communications including attachments.

Service	Function and data concerned
Stripe	Payment processing and subscription management; order, invoice, payment and identification data. Acting on its own responsibility or as a processor depending on the service.
Google Maps Platform	Maps, address/location services and route calculation; search, address, coordinate and technical connection data. Independent responsibility under the applicable terms.

Where service providers act on our behalf, the necessary data processing agreements are concluded. Disclosure to other users or authorised destination providers follows access rights and sharing/export functions initiated by the customer. Recipients required by law may include public authorities. We limit data access to the necessary authorised persons.

Infrastructure and government data requests

The primary database and app server functions are located in Frankfurt. The providers used for these purposes are Supabase Pte. Ltd. in Singapore and Vercel Inc. in the USA. Possible access under Singapore and US law must therefore be considered alongside German and European law. Email delivery uses Resend with sending region Ireland and storage in the USA; the support mailbox is operated by STRATO in Germany. A European server or sending region does not exclude access or further processing outside Europe.

Access to customer data is limited by server-side permission checks, protected service access and encrypted app/API connections. Providers are subject to the applicable confidentiality and data protection agreements. We review government data requests and corresponding provider notifications for legal basis, jurisdiction and scope; where the legal position is unclear, we obtain legal advice before disclosure. We challenge unlawful requests using available legal remedies. We limit lawful disclosures to what is necessary and inform affected customers where legally permissible. This also covers protecting non-personal customer data stored in the EU against unlawful government access from third countries. The following transfer rules additionally apply to personal data.

5. Processing outside the EEA

Even with a primary EU region, data may be processed outside the European Economic Area, particularly in the USA and, for Supabase, also in connection with Singapore. Depending on the provider, this concerns storage, technical support and further subprocessing chains, for example. An EU sending or server region is therefore not a commitment to exclusively European processing.

Necessary transfers to third countries take place on the basis of an applicable adequacy decision or appropriate safeguards, in particular the agreed EU standard contractual clauses and necessary supplementary measures. An adequacy decision for certified US companies applies only to recipients and data actually covered. You can request information and a copy of the safeguards applicable to the specific transfer at info@tourassistant.de; legitimate confidentiality interests are protected.

6. Storage periods and deletion

We store personal data only for as long as justified by the respective purpose, a statutory obligation or a legitimate necessary record. Relevant factors include the existence of the account or company contract, pending support and data handover matters, statutory accounting/retention obligations and limitation periods for specifically relevant legal claims. The data concerned is then deleted or effectively anonymised. Necessary records remain limited to their purpose and required scope.

- **Personal accounts:** The end of a free trial or a Pro subscription does not automatically delete an account that continues to exist. Personal data remains available and exportable through it for as long as the account and data exist. Account deletions and earlier statutory deletion claims are handled separately.

- **Company data:** After the actual end of an Enterprise contract, a free retrieval period of 30 calendar days generally applies. Data handover/switching matters opened in time and longer statutory periods are taken into account. An earlier legally permissible deletion instruction remains possible. Personal member accounts are not removed solely because the company is deleted.
- **Our own error reports:** Normally 30 days from creation; daily cleanup. An already identified need for earlier deletion takes priority.
- **Uncompleted registration records:** Unverified acceptance records expire after seven days and are removed by technical cleanup. Confirmed contractual records are separate.
- **Support mailbox:** Completed matters are reviewed monthly for continued need. When no longer needed, they are deleted, including from trash; an already identified need for deletion is addressed independently of this review cycle. Necessary contractual, billing or claims records are retained separately.
- **Resend:** According to the provider, email and log data in the current Free/Pro/Scale account is normally retained for 30 days; backup copies for seven days. An earlier justified need for deletion is handled separately with the provider. Termination of our provider account is a different process and not an automatic deletion mechanism for an individual Tourassistant account.

Where legally permissible, backup copies that cannot technically be deleted individually are deleted when the limited backup cycle expires and are protected against normal use until then. Upon restoration, existing deletion instructions are implemented before normal use resumes. The periods for local browser storage are set out in the following section.

7. Cookies, local storage and PWA

Cookies and comparable browser storage serve authentication, security, language and the functions selected. Storage or access requires consent under Section 25(1) TDDDG unless an exception applies. Section 25(2) TDDDG applies to transmitting communications or strictly necessary functions of an explicitly requested service. Subsequent processing of personal data is additionally governed by the GDPR bases set out above.

The application uses, in particular, the following own or integrated storage:

Storage	Purpose and normal duration
sb-*	Supabase authentication and token management. The SDK version used normally sets cookie lifetimes of up to 400 days; actual session/token lifetimes and deletion may differ.
NEXT_LOCALE	Language setting; a session cookie without its own persistent expiry date in the current routing configuration.
tourassistant-theme-mode, tourassistant-accent-color	Appearance and accent colour; one year each.
tourassistant-consent	State of the cookie notice and settings; one year.
sidebar_state	Collapsed/expanded navigation; seven days.
tourassistant-tourplanner-view	Last selected map view; 30 days.
Password reset and Enterprise invitation proof	Short-lived security cookies; 15 minutes or until completion of the respective process.
Dismissed maintenance notice	Remembers dismissal of the relevant notice until the end of the maintenance window.

Storage	Purpose and normal duration
Local list of recently visited tours	User-related tour identifier, title and visit time of the last three tours; no fixed automatic expiry, replaced by new entries or removed by deleting browser data.
Postponed PWA installation prompt	Local time until which the prompt is suppressed; 21 days, followed by cleanup when read again.
Temporary problem report	Local session storage for passing a tour problem report you prepared to the contact form; removed after transfer or cleared when the browser session ends.
PWA/browser cache	Static program files, images and offline notice pages; until updated or website data is cleared. The service worker does not create a general offline collection of private tours or API responses.

The existing cookie notice explains the functional cookies used and allows settings to be reopened. It is not blanket consent to other processing. Analytics and marketing categories are currently inactive. You can delete or restrict browser data through your browser settings; this may remove authentication and saved settings. The information in the maps and address search section and Google's privacy notice additionally apply to directly integrated Google functions.

8. Automated processing

Tourassistant calculates tour suggestions based on the data and settings entered; you review and decide on their use. Technically, quotas, permissions, contractual/payment status and notification processes are also evaluated. Repeated display of a feedback prompt depends on timing and any rating already submitted. If you have questions or objections concerning a decision affecting your access, contact info@tourassistant.de.

9. Your rights

Subject to the statutory conditions, you have rights of access, rectification, erasure, restriction of processing and data portability. Where processing is based on consent, you may withdraw that consent at any time with future effect; the lawfulness of processing before withdrawal remains unaffected.

Objection: You may object to processing under Article 6(1)(f) GDPR on grounds relating to your particular situation. We will then stop processing unless overriding compelling legitimate grounds or the establishment, exercise or defence of legal claims justify continued processing. An objection to direct marketing, including related profiling, is honoured without this balancing of interests.

You may lodge a complaint with a data protection supervisory authority, in particular at your habitual residence, place of work or place of the alleged infringement. The authority responsible for our registered location is the State Commissioner for Data Protection and Freedom of Information North Rhine-Westphalia: Kavalleriestraße 2–4, 40213 Düsseldorf, www.ldi.nrw.de, email: poststelle@ldi.nrw.de.

To contact us with a request, a message to info@tourassistant.de is sufficient. We reasonably verify your entitlement and answer requests within the statutory time limits. The existing export functions may assist with this; their data scope does not replace review of your specific statutory entitlement. The relevant business customer remains the controller for content processed exclusively on its behalf.