CODENEX SRLS
Operating office: Via Duca della Verdura 27 - 90143 Palermo (PA)
Registered office: Via Resuttana 360 - 90146 Palermo (PA)
VAT IT07425080822 - CF 07425080822 - REA PA-457974
PEC: codenex@pecsicura.com - SDI 9SUB64Q
E-mail: hello@codenex.it - Sales: +39 02 40042 262

PRIVACY NOTICE

Under Articles 13 and 14 of Regulation (EU) 2016/679

Controller: CODENEX SRLS | **Version:** 1.8 - 31 October 2026

1. Controller and contacts

The controller for CloudVoce.it registration, accounts, contract, billing, support, security and commercial management is CODENEX SRLS, Via Resuttana 360 - 90146 Palermo (PA), Italy, VAT IT07425080822, CF 07425080822, REA PA-457974. Contacts: hello@codenex.it; PEC codenex@pecsicura.com.

For data stored in the PBX and processed on the Customer company's instructions, that company is the controller and CODENEX acts as processor under Article 28 GDPR, as set out in the DPA.

2. Data and sources

Data is obtained from the data subject or company administrator, the CRM and customer area, Stripe, VIES, telephone carriers and technical systems during use.

- identity, company name, tax code or EU VAT number, address, country, e-mail and telephone numbers;
- account, hashed password, roles, language, encrypted 2FA secret, sessions and documentary acknowledgements;
- orders, plans, modules, service status, invoices, Stripe transaction data and VIES results;
- IP address, User-Agent, access and audit logs, security events, hashed API tokens and technical identifiers;
- contact-form, ticket and support communication data;
- only after website consent: IP, browser/device, page and referrer URLs, cookie and advertising identifiers, visit, offer-view, activation-start events. The website code does not include form fields or advanced-matching parameters in the Pixel;
- when the PBX is used: numbers, CDRs, contacts, recordings, voicemail, fax, webhooks, TTS prompts and SIP settings, normally processed on the Customer's behalf.

3. Purposes and legal bases

Purpose	Legal basis	Main data
Registration, contract, onboarding, supply and support	Contract/pre-contractual steps - Art. 6(1)(b)	Identity, contacts, account, plan, tickets
Billing, accounting, VIES and compliance	Legal obligation - Art. 6(1)(c)	Tax, orders, invoices, payments
Security, fraud prevention, audit and legal claims	Legitimate interests - Art. 6(1)(f)	IP, logs, events, technical IDs
Operational and renewal communications	Contract - Art. 6(1)(b)	E-mail, telephone, service state
Optional Meta advertising and campaign measurement	Withdrawable consent - Art. 6(1)(a)	IP, browser, URLs, identifiers and website events

4. Recipients and suppliers

Authorised staff and, where necessary, hosting and security, e-mail, CRM/Customer Area, payment (Stripe), VIES, support and electronic-communications providers may access data. If TTS is used, the text and instructions needed to create audio may be sent to the Gemini/Google model provider.

Only with consent, the website data is transmitted to Meta Platforms Ireland Limited for campaign measurement, conversion attribution and audiences for relevant ads and retargeting. Roles and conditions for collection/transmission and Meta's subsequent processing are described in the Business Tools Terms and data processing addendum. Rights towards CODENEX can be exercised through our contacts; Meta also provides its own channels.

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CODENEX does not sell personal data. The current list of relevant sub-processors is available on request or in the panel. Data is disclosed to authorities only where required by law.

5. International transfers

Suppliers, including Meta after consent, may process data outside the EEA. Transfers must comply with Chapter V GDPR through applicable adequacy decisions or appropriate safeguards, including Standard Contractual Clauses and supplementary measures where needed. Processor data is also subject to DPA instructions and authorisations. Contact hello@codenex.it for information on applicable transfers and a copy of the relevant safeguards or details of where they are available, with any redactions necessary to protect confidential information.

6. Retention

Category	Period or criterion
Contracts, orders, invoices and payments	The statutory civil and tax period, normally 10 years
Account and operational profile	The relationship plus the period needed for obligations and claims
Security and access logs	Normally up to 12 months; longer only for incidents or legal duties
Tenant CDRs	Superadmin-selected period, default 365 days
Call recordings	Superadmin-selected period, default 90 days
Voicemail, fax, contacts and content	Until Customer deletion or termination, subject to technical and legal needs
Website enquiries	Time needed to respond and manage the relationship; anti-abuse data consists of pseudonymised HMAC fingerprints

7. Cookies and website

The website uses necessary cookies and remembers the choice for 6 months. The Meta Pixel and _fbp/_fbc cookies (up to 90 days) form one optional advertising and campaign-measurement category, disabled before consent. Accept and Reject have equal prominence; Customise lets you enable the category and save. Manage cookies in the footer permits withdrawal: it blocks new website events, clears events still queued during loading and removes accessible first-party Meta identifiers; it does not reverse earlier processing. Refusal does not prevent browsing or registration. A contact request does not subscribe you to promotional messages.

Details and controls: CloudVoce Cookie Policy, Meta Privacy Policy, Meta Cookie Policy and Meta ad preferences.

8. Automated controls

Security rules may temporarily block access, calls or tokens when anomalies are detected. They protect tenants and infrastructure; the Customer may request human review. No commercial profiling based on telephony data is carried out.

9. Rights

Data subjects may request access, rectification, erasure, restriction, portability and objection, and may withdraw consent without affecting earlier processing. Requests should be sent to hello@codenex.it; identity verification may be required.

A complaint may be lodged with the competent supervisory authority. For the Italian establishment: Garante per la protezione dei dati personali (Italian Data Protection Authority), www.garanteprivacy.it. The right to approach the authority of another Member State remains unaffected where GDPR permits.

10. Required data and updates

Fields marked as required are necessary for registration, tax checks, contract or security. Failure to provide them may prevent the relevant operation. Updated notices are published and, where necessary, submitted for renewed acknowledgement.