

Re·Give

Privacy Policy

Version 1.0 · Effective July 11, 2026

This document describes the processing of personal data carried out by Re·Give under Regulation (EU) 2016/679 (GDPR) and Italian Legislative Decree 196/2003 as amended by Decree 101/2018.

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This Privacy Policy describes how Re·Give processes the personal data of platform users, visitors of re-give.com, merchants integrating the donation widget in their Shopify store, shoppers making donations at checkout, and beneficiary non-profit organizations ("Foundations"). It is drafted pursuant to Regulation (EU) 2016/679 ("GDPR") and Italian Legislative Decree 196/2003 as amended by Decree 101/2018.

1. Data Controller

The Data Controller is **{{LEGAL_NAME}}** ("Re·Give"), with registered office in **{{REGISTERED_ADDRESS}}**, VAT/Tax ID **{{VAT_NUMBER}}**, certified email **{{PEC}}**.

- Privacy contact: **privacy@re-give.com**
- Data Protection Officer (DPO): **{{DPO_NAME_OR_NOT_MANDATORY}}**

Providing the data requested to deliver the service is necessary for contract performance; refusal makes use of the platform impossible.

2. Definitions

- **Merchant / Store**: business owning a Shopify store that installs the Re·Give widget.
- **Shopper**: end customer of the Merchant who makes a purchase and, optionally, a donation via the widget.
- **Widget**: Re·Give software component embedded in the store checkout or pages to collect donations.
- **Foundation**: non-profit organization beneficiary of donations and owner of Projects.
- **Project**: fundraising initiative promoted by a Foundation through the platform.

3. GDPR Roles

Re·Give acts in distinct capacities depending on the relationship:

- **Independent Controller** for Merchants (account and admin data), visitors of re-give.com, Foundation staff, and recipients of commercial communications.
- **Processor under GDPR art. 28** for Merchants, for the processing of their Shoppers' data performed through the widget. The relationship is governed by the Data Processing Agreement available on request or at </legal/dpa>.
- **Joint Controller** with Foundations for tax purposes related to issuing donation receipts under art. 83 of the Italian Tax Code (TUIR), limited to identification data and donated amount.

4. Categories of Data Processed

Data Subject	Data Collected	Source
Merchant	Name, email, Shopify OAuth credentials, legal name, VAT, Tax ID, IBAN, BIC, SDI code, PEC, console access logs, IP address	Directly from data subject; Shopify Admin API

Data Subject	Data Collected	Source
Shopper	Donation amount, chosen project, Shopify order_id, email (for receipt), anonymized IP, user-agent, technical cookies, country derived from IP	Widget; Shopify orders/paid webhook
Payment	payment_intent_id, last 4 digits of card, brand, outcome, country BIN	Stripe Payments Europe Ltd
Foundation	Legal name, Tax ID, address, tax regime, payout IBAN, legal representative contacts, logo	Directly from data subject

Re·Give does **not** process special categories of data under GDPR art. 9, nor data of minors under 16.

5. Purposes and Legal Bases

Purpose	Legal Basis
Provision of the SaaS service and account management	Art. 6(1)(b) — contract
Automatic payment split 90% project / 10% foundation overhead	Art. 6(1)(b) — contract
Issuance of donation receipts and service invoices	Art. 6(1)(c) — legal obligation
Fraud prevention, application security, abuse prevention	Art. 6(1)(f) — legitimate interest
Aggregate and anonymized widget analytics	Art. 6(1)(f) — legitimate interest
Transactional communications (invoices, alerts, pricing changes)	Art. 6(1)(b) — contract
Newsletter, marketing, case studies	Art. 6(1)(a) — consent
Anti-money laundering compliance	Art. 6(1)(c) — legal obligation

6. Recipients

Data may be shared with: beneficiary Foundations (limited to Shopper identification data needed for the receipt), tax and judicial authorities upon reasoned request, legal and tax advisors bound by professional secrecy.

7. Sub-processors

Re·Give relies on the following processors:

Provider	Role	Location	Extra-EU safeguards
Shopify Inc.	Checkout integration	Canada / Ireland	Adequacy decision (CA)
Stripe Payments Europe Ltd	Payment processing	Ireland / USA	SCC 2021/914
Supabase (Lovable Cloud)	DB hosting, auth, storage	EU	—

Provider	Role	Location	Extra-EU safeguards
Resend / SMTP provider	Transactional email	EU / USA	SCC 2021/914
Cloudflare Inc.	CDN, DDoS protection	USA	SCC 2021/914

An up-to-date list is available on request at privacy@re-give.com.

8. International Transfers

Transfers to third countries occur based on European Commission adequacy decisions or, in their absence, Standard Contractual Clauses adopted with EU Decision 2021/914. A Transfer Impact Assessment (TIA) is available on request.

9. Retention Periods

Category	Period
Donation receipts and tax documents	10 years (Italian Civil Code art. 2220)
Active Merchant account	Contract duration
Merchant account post-termination	24 months, then deletion
Widget technical logs and console access	12 months
Shopper data without receipt	30 days, or immediate deletion on customers/redact webhook
Widget technical cookies	Session
Marketing consents	Until withdrawal

10. Cookies and Tracking Technologies

The Re·Give widget installs only session technical cookies and localStorage strictly necessary for operation (project selection persistence, double-click prevention). No profiling or third-party advertising cookies are used. The cookie policy for re-give.com is published on the dedicated page.

11. Data Subject Rights

Under GDPR arts. 15-22, each data subject may exercise the rights of: access, rectification, erasure ("right to be forgotten"), restriction, portability, objection, consent withdrawal at any time, and not to be subject to automated decisions. Requests should be sent to privacy@re-give.com and are answered within 30 days as per GDPR art. 12(3).

12. Shopify GDPR Compliance

Re·Give implements the three mandatory Shopify GDPR compliance webhooks:

- `customers/data_request`: fulfilled within 30 days.
- `customers/redact`: Shopper personal data deleted within 30 days, after 6 months from app uninstall.
- `shop/redact`: complete Merchant data deletion within 48 hours, after 48 days from uninstall.

Endpoints are public, HMAC-SHA256 signed and monitored.

13. Data Security

Re·Give adopts technical and organizational measures appropriate to the risk:

- Encryption in transit with TLS 1.2+ and HSTS
- At-rest AES-256 encryption on database and backups
- Row Level Security (RLS) on all user tables
- Role segregation, principle of least privilege
- Multi-factor authentication for Re·Give staff
- Persistent audit log of privileged actions
- Secret rotation and dedicated credential vault
- Encrypted backups with 30-day retention
- Periodic vulnerability assessment

14. Data Breach

In the event of a personal data breach posing a risk to data subjects' rights and freedoms, Re·Give notifies the Italian Data Protection Authority within 72 hours under GDPR art. 33 and, when the risk is high, directly informs data subjects under GDPR art. 34.

15. Automated Decision-Making

The platform performs no profiling or automated decision-making under GDPR art. 22. Donations are processed according to deterministic split rules configured by the Merchant.

16. Minors

The service is not directed at persons under 16. Re·Give does not knowingly collect data from minors; if detected, such data will be deleted without delay.

17. Complaints

The data subject has the right to lodge a complaint with the **Italian Data Protection Authority** ([garanteprivacy.it](https://www.garanteprivacy.it)) or the supervisory authority of their EU Member State of residence.

18. Changes

Material changes to this Policy are notified via email to Merchants and published in the console with at least 30 days' notice. The current version is always available at </legal/privacy>.

Contact

{{LEGAL_NAME}} — {{REGISTERED_ADDRESS}}

Privacy email: privacy@re-give.com — PEC: {{PEC}}

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