

# Verso

## Country Annex — United Kingdom

Vendor statement of facts relevant to local requirements

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|------------------|----------------------------|
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## About this document

This annex supplements the documentation of Verso version 2026-09-25 (4bac47a) for customers in the United Kingdom. It sets out the facts about the product that matter under the local rules named below and shows which obligations stay with the customer.

The annex is a statement by the vendor about its product. It is not legal advice, not a certificate of conformity and not a substitute for the customer's own assessment.

## 1. Purpose and status

No certification under United Kingdom schemes (including Cyber Essentials) and no registration with United Kingdom authorities is claimed for the product or for the vendor in this document.

## 2. Product facts

| Item                               | Fact                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Product and version                | Verso 2026-09-25 (4bac47a)                                                                                                                                                                                                                                                                                                                                                            |
| Deployment                         | Either installed on the customer's infrastructure or used as a service hosted by the vendor                                                                                                                                                                                                                                                                                           |
| Customer content on vendor servers | Yes, in the vendor-hosted option                                                                                                                                                                                                                                                                                                                                                      |
| Location of vendor servers         | Stated in the contract                                                                                                                                                                                                                                                                                                                                                                |
| Interface languages                | User sections are fully translated into English and Russian. Eight more languages (Spanish, Simplified Chinese, Hindi, Arabic, Portuguese, French, German, Japanese) are partly translated, with the remaining labels shown in English. The admin console and the custom template wizard are in English only. The language of a presentation is chosen separately when it is created. |

### 2.1. Personal data the product can process

- Accounts: user name, e-mail address (when the account was created by address), password hash, role, creation date and address confirmation date
- Content entered by the user: prompts, instructions, uploaded documents and images, slide text and speaker notes, conversation with the AI assistant; it may contain personal data at the user's discretion
- Usage accounting: user identifier, provider, model, purpose of the call, token counts and time of every model call; credit ledger history
- Payment details (cloud service): payment identifier at the payment provider, items bought, amount, status; the program does not receive or store payment instrument details
- Technical data: client network addresses in the nginx logs inside the container; a session cookie in the user's browser
- In the on-premises licence file: the customer's e-mail address

## 2.2. Where data is stored

On-premises: all data stays on the customer's server in the container data directory `/app_data` (on the host, the `app_data` directory next to `docker-compose.yml`): the SQLite database `fastapi.db` or an external PostgreSQL or MySQL database set with `DATABASE_URL`, the settings file `userConfig.json`, images, exported files, fonts and templates, and the presentation memory store `mem0`. Uploaded source documents sit in the container's temporary directory and are removed when the service starts; the text extracted from them is kept in the presentation memory. In operation an on-premises installation does not contact the vendor's servers: the licence is verified locally, there is no update check and no usage analytics is sent; content leaves the customer's server only in calls to external model, image and search providers, if the administrator has connected any. Cloud service: the same data is stored on the vendor's servers, and content is passed to the model providers chosen by the vendor.

## 2.3. Data sent to the vendor

- When an on-premises licence is ordered: the customer's e-mail address and the chosen edition; both are written into the licence file. In operation an on-premises installation does not contact the vendor's servers
- In the cloud service: the user's account on the vendor site (e-mail address) used for sign-in, credit purchase records and the credit spending history

# 3. Data protection — UK GDPR

The UK GDPR and the Data Protection Act 2018, as amended by the Data (Use and Access) Act 2025, apply to the personal data the customer processes with the product. The supervisory authority is the Information Commissioner's Office (ICO).

## 3.1. Roles

For personal data processed in the product on the customer's own equipment, the customer is the controller. The vendor has no access to that data and is not a processor for it.

In the vendor-hosted option the vendor processes customer content on the customer's instructions and acts as a processor; the customer remains the controller.

For the data listed under "Data sent to the vendor", which the vendor receives in order to perform the licence agreement, the vendor is itself a controller.

The processing contract required by Article 28 UK GDPR is concluded as part of the contract and is not included in this package. The location of the vendor's servers is given in the facts table. A restricted transfer outside the United Kingdom is based on the International Data Transfer Agreement or the UK Addendum to the EU standard contractual clauses, likewise as part of the contract.

Details of the vendor's establishment and, where Article 27 UK GDPR applies, of its United Kingdom representative are stated in the contract.

### 3.2. What the product provides

- **Access control.** Sign-in with a user name (or e-mail address) and password; the roles are administrator and user. The first account becomes the primary administrator; other accounts are created by an administrator, and open e-mail registration is off by default. Each user has a separate workspace: presentations, templates, images and conversations are available only to their owner (filtering by owner in database queries and in file paths). Provider settings, user management and API keys are available only to an administrator in a browser session. The API and MCP use access keys issued by an administrator; a key acts on behalf of the administrator who issued it. Failed sign-in attempts are limited: 5 per 5 minutes per client address and name, and 10 requests per minute per address at the nginx level. There is no multi-factor authentication, no directory (LDAP) integration and no SAML or OIDC sign-in; a sign-in link signed with a shared secret (HMAC-SHA256) is available.
- **Logging.** There is no separate audit log of user or administrator actions; sign-ins and account changes are not logged by the application. What is kept: service messages in the container's standard output (including search queries and image descriptions during generation, and paths of processed files), nginx logs inside the container, an append-only credit ledger and a table of token usage for every model call. The program does not limit how long these records are kept.
- **Export and deletion.** A user exports presentations to PPTX and PDF and deletes them in the Dashboard section. Deleting a presentation removes its record, slides and assistant conversation from the database; exported files, images and presentation memory entries are not removed automatically. An administrator deletes a user account together with the presentations, templates and file directories it owns; credit and token accounting records remain with the identifier of the deleted user. There is no single action that exports all data of an account. All data of an on-premises installation is erased by deleting the data directory. In the cloud service only the vendor can delete an account: users cannot delete their own account.
- **Encryption.** See the section on cryptography below.

### 3.3. What remains with the customer

- the lawful basis for processing and privacy information to individuals;
- records of processing and, where required, a data protection impact assessment;
- answering individuals' requests with the export and deletion functions above;
- reporting a personal-data breach to the ICO within 72 hours where the law requires it.

## 4. Supplier security

Central-government buyers require suppliers to hold Cyber Essentials certification for many contracts, and assess cloud services against the NCSC Cloud Security Principles. The facts needed for a supplier assessment are in the Security and Data Protection Statement. No Cyber Essentials certificate is claimed in this document.

## 5. Accessibility

Public-sector bodies must meet the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018, which point to WCAG 2.2 Level AA; all buyers are subject to the Equality Act 2010.

Status of the product: No accessibility assessment (WCAG) has been carried out. The interface is a web application; some controls carry text labels for assistive technology; the slide editor draws the slide on a

canvas; the editor provides keyboard shortcuts; right-to-left layout is enabled for the Arabic interface language.

No WCAG conformance report is provided for this version.

## 6. Use of artificial intelligence

The product uses large language models as follows. Language models draft the outline and the slide text, choose slide layouts, revise the outline and slides at the request of the AI assistant, convert the slides of an uploaded PPTX file into template layouts and, where an image-generating provider is connected, create images. The functions run only on a user's action: starting generation, sending a message to the assistant, creating a template or an image. The model receives the prompt and instructions, the text extracted from attached documents, the outline, the content of the slides concerned and, for template creation, images of the slides; an image provider receives image descriptions or stock search queries; a web search provider, when search is switched on, receives search queries. On premises the recipient is the external provider or the local model server set by the customer's administrator; with a local model the content does not leave the customer's network. In the cloud service the providers are chosen by the vendor. No marking that content was created with AI is added to slides or exported files.

The United Kingdom has no statute specific to artificial intelligence in commercial software. Where personal data is involved, the UK GDPR rules on automated decision-making and on international transfers apply to the customer's use of these functions. The output of these functions is to be reviewed by a person before it is relied on.

## 7. Language

This package is supplied in English. English is the language of contracts and documentation in the United Kingdom; no further language version is needed.

Interface languages of the product: User sections are fully translated into English and Russian. Eight more languages (Spanish, Simplified Chinese, Hindi, Arabic, Portuguese, French, German, Japanese) are partly translated, with the remaining labels shown in English. The admin console and the custom template wizard are in English only. The language of a presentation is chosen separately when it is created.

## 8. Documents usually requested and where to find them

| Usually requested                                            | Where it is                                                           |
|--------------------------------------------------------------|-----------------------------------------------------------------------|
| Product description, functional specification                | Product Description and Functional Specification                      |
| Installation and operating instructions                      | Installation and Administration Guide                                 |
| User manual                                                  | User Guide                                                            |
| Maintenance and support description                          | Software Lifecycle, Maintenance and Support. Service levels: contract |
| List of third-party and open-source components               | Delivery Specification and Third-Party Components                     |
| Security and data-protection description                     | Security and Data Protection Statement                                |
| Processing contract (Article 28 UK GDPR), transfer agreement | Contract; needed only where the vendor processes customer data        |
| Cyber Essentials certificate                                 | Not claimed                                                           |
| WCAG 2.2 accessibility statement                             | Not provided for this version                                         |

| Usually requested                     | Where it is |
|---------------------------------------|-------------|
| Licence agreement, warranties, prices | Contract    |

## Document history

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|------------------|------------|----------------------|-------------|
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