



## CREATORIQ CONTRACTS FAQ: WHO IS CREATORIQ AND WHAT DO WE DO?

These FAQs are designed to provide background on CreatorIQ's platform and services, to assist with understanding our business model, and to facilitate prospective customers' reviews of our Master Services Agreement ("MSA"). Business users may understand what we do and how we work, but attorneys and contract or finance managers may often receive CreatorIQ contracts for review without the full background they need to engage in the contracting process. To help bridge this gap, we've addressed below some of the more common questions that arise during contract reviews. The MSA executed by an authorized signatory on behalf of CreatorIQ will be the only legally binding agreement in relation to the Platform and services. These FAQs are for information purposes only and do not form part of the agreement between you and CreatorIQ.

### » **What does CreatorIQ provide?**

CreatorIQ is the leading enterprise CRM and Measurement Platform that helps global brands, leading agencies, and major media companies manage, track and optimize their advocacy and influencer management campaigns. The CreatorIQ Platform makes available certain data received from major social network platforms (e.g. Facebook, Instagram, YouTube, Twitter, etc.) via their APIs; customers may also enhance their instance of the CreatorIQ Platform by entering additional data into the CRM module. CreatorIQ operates as a multi-tenant software as a service (SaaS) Platform that is 100% cloud-based.

### » **Is CreatorIQ a Data Controller or a Data Processor?**

CreatorIQ is a "data controller" for the data it collects from social media platforms and provides as part of Creator Discovery or Creator Data Enrichment within the CreatorIQ Platform. CreatorIQ is a "data processor" for all data entered by our customers or collected on behalf of our customers: customers are controllers of that data.

### » **What kind of data is Controlled by CreatorIQ within the Platform?**

The data made available by CreatorIQ includes information from various social media networks collected via their APIs, such as influencers' posts, videos, photos, demographic information, engagement metrics, etc. The data collected and processed by CreatorIQ is publicly available data, in particular social media posts published by the influencers on the various social media networks and the metrics associated with the influencers and their posts. CreatorIQ enables its customers to invite an influencer to "authenticate" in which case more detailed data about that influencer's metrics will be available through the CreatorIQ Platform to the customer to whom the authentication was given.

### » **What kind of data is Processed by CreatorIQ within the Platform?**

The data processed by CreatorIQ includes information that our customers add to their instance of the CRM. This may include information such as influencers' payment history with the customer, the influencer's mobile phone number and physical mailing address, brands that they like, influencer's previous working history with you, the influencer's manager's name and contact information, etc. Each customer is the data controller for any data of these types they provide to the Platform; CreatorIQ acts as a data processor, storing and reporting the data only on the instructions and on behalf of that customer.

## » **What does CreatorIQ do about Data Protection?**

Data protection and compliance with applicable data protection laws are of supreme importance to CreatorIQ.

CreatorIQ adheres to all applicable EU and US privacy and data laws and regulations including: (a) state, national or international privacy law and regulations relating to the processing of personal data and privacy; including where applicable binding guidance and codes of practice issued by a competent supervisory authority; (b) the EU General Data Protection Regulation (2016/679) (“GDPR”); and (c) EU member state national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC).

CreatorIQ provides a GDPR-compliant Data Processing Agreement (DPA) for all its customers, available at [www.CreatorIQ.com/legal](http://www.CreatorIQ.com/legal). The DPA also incorporates the EU Standard Contractual Clauses to cover exports of data to CreatorIQ systems outside the EU/UK/EEA.

CreatorIQ has designed the DPA to demonstrate compliance with all applicable requirements of data protection laws as they apply to CreatorIQ’s handling of data as a controller and of customer data as a processor. The DPA is specifically adapted to CreatorIQ’s SaaS business model, therefore, amendments or requests to sign other standard Data Processing Agreements are rarely accepted.

CreatorIQ’s updated list of sub-processors of customer data is available at [www.creatoriq.com/legal](http://www.creatoriq.com/legal).

CreatorIQ’s Privacy Policy available at <https://creatoriq.com/privacy-policy/> explains the legal bases for CreatorIQ’s data processing and all other information required by the GDPR and other applicable data protection laws. CreatorIQ respects all data subjects’ legal rights e.g. for access, rectification, erasure (“the right to be forgotten”), restriction, objection and portability. The CreatorIQ Platform also supports our customers by allowing them to respond efficiently to requests for the data that they control.

CreatorIQ ensures that every CreatorIQ employee is legally bound to and aware of his/her data protection and confidentiality obligations. Every employee participates in data protection and information security training. CreatorIQ has established a data protection working group covering commercial, technology and legal personnel and has also appointed an experienced Data Protection advisor.

## » **How does CreatorIQ Protect Customer Data?**

CreatorIQ is a multi-tenant SaaS offering which is hosted in a private virtual cloud (PVC). Each customer’s data shares the same physical environment with other CreatorIQ customers, but are logically isolated so that each customer can only access their own data. This environment creates a high-availability, redundant, enterprise-grade installation with strong security.

CreatorIQ secures all personally identifiable information (PII) and personal data in its databases (data at rest) via SQL Server column level encryption with AES\_256 algorithm. All data transmitted over networks and over the internet connections. The security around stored data follows the X.509 standard and supports X.509 V1 fields for protecting data to secure web browsing. Only authorized system administrators have access to the security keys, which are rotated on a regular basis.

CreatorIQ normally doesn't process any sensitive or special categories of data requiring enhanced security, instead CreatorIQ typically deals with influencer, post and campaign data relating to social media services for these reasons CreatorIQ is not PCI/DSS or HIPPA certified. However, CreatorIQ only uses servers that are ISO and SOC security certified.

We enable customers to invite influencers to “authenticate”. The information received from authenticated accounts is only made available to the requesting customer and is not shared across the Platform. Likewise, the information that a customer adds to their CRM instance remains proprietary to them and is not shared with other CreatorIQ customers.

» **What Data & Information Access Controls are used by CreatorIQ?**

All databases, application servers, and related hardware used to power CreatorIQ systems are hosted on secure AWS. Physical access to those devices is controlled by Amazon and conforms with state-of-the-art best practices. All CreatorIQ data and processing resources are secured by Virtual Private Networks (VPNs). Access to CreatorIQ VPNs is limited to CreatorIQ personnel that requires this access to perform their job functions.

» **How does CreatorIQ monitor vulnerabilities?**

CreatorIQ is using Nessus Professional Vulnerability Platform to perform scans and identify vulnerabilities in all its environments. Scans are performed on a daily basis by Nessus. In addition to daily scans, an AWS Cloud Infrastructure Audit is performed on a weekly basis.

» **What is CreatorIQ's Disaster Recovery & Backup policy?**

CreatorIQ's disaster recovery and back-up policies and procedures are enabled by AWS in accordance with AWS standards. Database Backups occur daily and, in the event of a disaster, CreatorIQ uses the 'Backup and Restore' approach.

» **What is CreatorIQ's Service Level Agreement ("SLA")?**

CreatorIQ's SLA can be found at [www.creatoriq.com/legal](http://www.creatoriq.com/legal). All CreatorIQ customers are on the same version of the Platform, and so we cannot customize this SLA as customization would not scale and would create an unsatisfactory experience for all customers.

» **What are CreatorIQ's Standard Payment Terms?**

Upon execution of an order form, CreatorIQ invoices for all fees. Payment terms are thirty (30) days from the date of the invoice.

» **Does CreatorIQ offer Termination for Convenience?**

CreatorIQ does not allow termination of an agreement for convenience. CreatorIQ prices are based on a committed term. It is fundamental to CreatorIQ's business that each party is committed to a term upon execution of the MSA, other than a termination due to breach.

» **What happens to my Data on Termination or Expiration of the Agreement?**

If the contract term expires, upon request by Customer, CreatorIQ will return to Customer (for which Customer will pay CreatorIQ at CreatorIQ's standard rates) or permit Customer during a reasonable time to retrieve all Covered Customer Data from the Platform; or delete all Covered Customer Data (including existing copies) from CreatorIQ's systems.

CreatorIQ will comply with this instruction as soon as reasonably practicable and within a maximum period of 30-days unless any law applicable to CreatorIQ requires storage. CreatorIQ will provide Customer with certification it has destroyed Covered Customer Data.

If CreatorIQ is prevented from destroying Covered Customer Data due to applicable law, it will maintain the confidentiality and protection of the Covered Customer Data in its possession and will not actively use or process this data for any other purpose.

» **Why does CreatorIQ need Statistical Platform data?**

CreatorIQ retains statistical Platform data and information (e.g. product up-time, engagement rates, etc.) in an aggregated, anonymized fashion and uses it for purposes such as benchmarking, trend reports, insights, etc. as well as the Platform's performance monitoring, which are needed to measure SLA-related metrics. The ability to provide these benchmarks, insights, and Platform SLA monitoring is a key element

of the Platform and of CIQ's business model. In a multi-tenant solution, it is impractical for CreatorIQ to re-architect the Platform to allow for one customer's data be excluded from the aggregation; thus, 100% of CreatorIQ's customers participate in this aggregated, anonymized data sharing effort.

» **Does CreatorIQ allow Acceptance Testing of the Platform?**

CreatorIQ operates a multi-tenant environment that runs the Platform for all customers on a "single code line". The Platform that you are licensed to use (except for your own data which is private to your authorized users) is the Platform generally available to, and already used by all other customers of CreatorIQ, and is simply enabled for you. The Platform is not hosted or installed in the customer's environment. Given this, the concept of acceptance of the Platform does not apply to CreatorIQ's business model.

» **Does CreatorIQ Provide an Indemnification?**

If a third-party claim that use of the CreatorIQ Platform infringes their Intellectual Property Rights or rights of privacy or publicity, we will indemnify you against any such claims.

» **Does CreatorIQ Limit its Liability?**

CreatorIQ understands the importance of having a commercially reasonable allocation of risks between contracting parties. It also takes the view that the liability of each party should remain proportionate to the value of the agreement. With this in mind, CreatorIQ excludes indirect and consequential damages for both parties. In addition, CreatorIQ limits the liability of both parties for direct damages to the fees paid by the customer in the twelve (12) months prior to the event giving rise to the liability, except in relation to intentional violations of the MSA's confidentiality provisions.