

Privacy Policy - Creative Studio | Guud Social Suite

Welcome to Creative Studio, a product from Guud Social Suite. We care about your privacy and we want you to know how we collect, use and share your personal information. This document contains our Privacy Policy, which explains the types of information we collect from you and how we use it. Please read this document carefully before using our services or providing us with any information. By using our services, you agree to our Privacy Policy. If you do not agree, please do not use our services or provide us with any information.

A. Information

The personal data of the signatory on behalf of the Client as well as the other workers and collaborators of the Client (the data subjects) will be treated by GuudTV in accordance with the regulations governing personal data protection with the aim of managing the services contracted and carrying out this contractual relationship. Their data will be passed on to suppliers and third-party collaborators when necessary for the development, fulfilment and control of this legal relationship, as well as in cases legally authorised by, required of or consented to by the data subjects.

All data subjects have the right to exercise the rights of access, rectification, deletion, limitation of processing, portability and opposition in the terms set out in the General Data Protection Regulation and in the Organic Personal Data Protection Law. To do so, they must contact the Data Protection Officer of Guud by one or other of the following means: in writing to Guud TV, S.L., Calle Alcalá, 155 - Escalera Derecha 3º I (28009 - Madrid - Spain); by email to dpo@guud.tv. The Client undertakes to communicate this complete information to all its workers and collaborators with whom Guud must maintain contact for the purposes of the proper provision of its services.

B. Duties of secrecy, custody and confidentiality

Guud and the Client undertake to maintain the most absolute secrecy with respect to personal data to which they have access in compliance with this contract and to safeguard it in accordance with the requirements of the data protection legal regime by applying levels of care proportional to the nature of the data and the circumstances of its processing.

C. Conditions applicable in the event that Guud does not need access to personal data, for which the Client is responsible (prohibition of access to data for processing and duty of secrecy).

When, in order to provide the services and execute the works covered by this Contract, Guud does not need access to personal data for whose storage on files and processing the Client is responsible; the conditions set forth below will apply.

The personnel hired by Guud assigned to the Client (permanently or temporarily) for the execution of the contracted services and works will be prohibited from accessing personal data that is the responsibility of the Client. If, for the purposes of the execution of the services and works, said personnel access personal data for which the Client is responsible unintentionally, they will be subject to the legally required duty of secrecy. Guud states and guarantees that it has included in the contracts entered into with the aforementioned workers the above-mentioned prohibition and their duty of secrecy.

In the event that Guud does require access to personal data for which the Client is responsible, the conditions set forth in the following section shall apply.

D. Conditions applicable in the event that Guud does need access to personal data, for which the Client is responsible (conditions of access to data for processing).

When, in order to provide the services covered by this Contract, Guud needs access to personal data for whose storage on files and processing the Client is responsible; the conditions listed below

will apply, and shall be understood in the terms of Article 28 of the General Data Protection Regulation (hereinafter, GDPR). Any legal provisions (that are not mandatory) that oppose the content of this clause shall not apply to access to data.

a. Processing activities to be carried out at the time of signature

Data Controller: The subscriber

Data subjects: Platform users and clients and potential clients of the platform users.

Types of data:

- A. Social Network authentication and authorization access tokens from Creative Studio users and clients in order to access their API (if exists). This data includes OAuth tokens and bearer tokens generated and provided by the social network platforms. This data allows accessing private data of the social media accounts, included but not limited to: numerical ID, name, handle, avatar URL, posts metadata, interactions data, public and private statistics of the interaction with the accounts followers.
- B. Connection to external data sources: third-party data providers may be accessed from the platform, included but not limited to data APIs, server content or data files, owned by the platform user or a collaborator, as well as the access authorization data to retrieve the content. This data can be obtained in JSON, XML or other structured or unstructured format defined by the user or collaborator.
- C. Internal data: content created or retrieved by Subscriber via their own systems, internal data source or provided by their clients or collaborators. This data can be obtained in JSON, XML, text or other structured or unstructured format, as well as multimedia content.
- D. User Management: e-mail address for accessing the platform, profile information used for personalization of the platform.
- E. Billing details: payment methods, third-party billing providers account information, billing addresses of the client or collaborators.

Processing activities

- A. Social Network access tokens: retrieval, consultation, modification, storage, collection and back-up of authentication and authorization tokens of the platform user, collaborator or client. Use of data for posting or deleting content on behalf of the authenticated user. Destruction of access data after the end of subscription.
- B. Connection to external data sources: retrieval, consultation, extraction, structuring, comparison, interconnection, storage and security backup of retrieved data.

- C. Internal data: retrieval, consultation, extraction, structuring, comparison, interconnection, copy, storage and security backup of internal data.
- D. User Management: retrieval, consultation, extraction, modification, comparison, copy, storage, erasure, destroy and security backup.
- E. Billing: retrieval, consultation, extraction, structuring, comparison, storage, erasure, destroy.

Purpose: To fulfil the purpose of the agreement and to provide tools for social media publication.

It is the users' sole responsibility not to provide Guud with data beyond that indicated in the above table. The above table must be modified in the event that the parties detect the need to access personal data other than that listed or in the event that the processing activities or purposes are modified.

b. Guud's Obligations

Data will be accessed, at all times, in full compliance with the requirements of the legal data protection regime. In this regard, by way of example:

- a) Guud will only process the personal data to which it has access under this contract in accordance with the instructions of the Client limiting its actions to those that are necessary for the execution of the works and the provision of the hired services.
- b) Guud will inform the Client if it considers any of the instructions received contrary to the legal provisions in force regarding data protection.
- c) Guud will keep the data to which it has access under its control and will safeguard it by applying a level of care according to the customs and practices, applying the due diligence of a good parent and implementing the security controls and measures that it is recommended to implement according to the risk analysis.
- d) Guud will not use the personal data to which it has access under this contract either for its own purposes or for purposes other than those established herein.
- e) Beyond the transfers of data to the public administration necessary to comply with legal obligations, transfers of data authorised by law and transfers of data requested or ordered by the Client; Guud will not communicate to third parties, even for storage purposes, personal data to which it has access under this contract.
- f) Guud will prevent access to personal data to which it has access under this contract to any person who does not require it for the provision of the services or execution of the works.
- g) Guud will train its employees in the necessary terms so that they know the legal data protection regime, the obligations that must be fulfilled in the execution of this contract, the procedures for managing incidents and security breaches and response procedures for the exercise of any of their rights by the parties concerned.
- h) Guud will prohibit its workers in the work contracts from accessing the personal data that is the responsibility of clients that they do not need to carry out their tasks.
- i) Guud does not store data on servers outside the territory of the European Economic Area unless it has the express prior written consent of the Client.

- j) Guud contracts cloud storage and information transmission services from Twitter, Amazon Web Services, DropBox, Slack and Google, so that it stores and transmits information with resources from these organisations. Guud also outsources training and administrative services to independent professionals. Beyond the indicated subcontracting, Guud may not subcontract, either totally or partially, the execution of the works or the rendering of the services entrusted to it by the Client unless expressly authorised to do so in writing by the Client. Guud may request this authorisation, considering that any data sub-processor must state that they comply and guarantee under contract that they will comply with the legal data protection regime. The Client will give sufficient advance approval. Guud shall be, in the event that it is at fault in choosing or in monitoring and unless otherwise expressly agreed in writing, subsidiarily liable vis-à-vis the Client and those affected by the defective performance or non-performance of the obligations arising from this contract, the subcontract and any legislation applicable to the data sub-processor. Thus, by way of example, the subcontractor (who will also have the status of the data processor on behalf of the Client), will be obliged to comply with all the obligations established in this contract for Guud and all the instructions given by the Client through Guud or directly.
- k) When required by law and by the Client, Guud will keep a record of the data processing activities (RoPA) carried out on behalf of the Client. This record will contain the items required by the legislation in force at any given time. Thus, by way of illustration, this record may contain: a) the identity of the data controller and processor, the identity of the representatives of each of them and the contact information of all of them; b) the identity of each type of data processed; c) the identity of the affected holders of said data; d) each and every one of the processing activities to which each type of data is submitted in relation to each and every one of the purposes for which each processing activity is carried out; e) any recipients of the data other than the Client itself; f) the controls and measures implemented to guarantee the integrity, confidentiality, availability and resilience of the data processed together with the reference to the risk analysis previously carried out for the decision of the catalogue of controls and measures to be implemented; and g) periodic control and audit processes to check the suitability of the controls and measures implemented. In addition, said record will contain the other legal requirements according to the circumstances.
- l) Guud will designate a Data Protection Officer (hereinafter, DPO) and will communicate their identity to the Client. The Data Protection Officer (DPO) will be the one who provides the Client with the information, means and collaboration necessary for the fulfilment of the obligations related to the data processing entrusted by the Client to Guud. For all means necessary, Client can make any consultation to the DPO via an email to dpo@quud.tv.
- m) When applicable, Guud will provide the Client with the information, support and cooperation necessary to perform the impact evaluations related to data protection as well as to make enquiries to the Data Protection Authority. The cost of this cooperation may be invoiced to the Client.
- n) Guud will maintain duly blocked the data that it accesses as long as responsibilities can be derived from this relationship.
- o) Once the contractual service set out in this contract has been fulfilled, and except for the provisions of the previous paragraph, Guud will return to the Client all those documents and all the computer media received from the latter and which contain personal data. If it is impossible to return the aforementioned documents and computer media, it will deliver a full copy of the information to the Client. In any case and always in accordance with the stipulations of the previous paragraph, Guud will subsequently destroy the copies in its possession in such a way that they are illegible by third parties.

c. Security obligations

Guud will implement an information security management system (ISMS), implementing the best practices for the management of information security and applying to all data processing carried out under this contract the controls and security measures to ensure the security of personal data for which the Client has access under this contract.

In addition, Guud states and guarantees that it will carry out the periodic controls and the security audits necessary to verify that the controls and security measures implemented are effective for the processing of the risks for which they have been implemented in each case.

From the time of signing this agreement, Guud is obliged to notify the Client of security breaches under the terms set out in the GDPR as soon as possible and in any event within a maximum of thirty-six (36) hours of becoming aware of them. As a minimum, this information will include:

- a. The description of the nature of the personal data security breach, including, when possible, the categories and the approximate number of parties concerned and the categories and the approximate number of records of personal data affected.
- b. The name and contact information of the data protection officer or other point of contact where more information can be obtained.
- c. Description of the possible consequences of the personal data security breach.
- d. Description of the measures adopted or proposed to remedy the personal data security breach, including, as the case may be, the measures adopted to mitigate the possible negative effects.

If it is not possible to provide all this information in the first communication, Guud will provide it gradually as soon as possible. The information shall be sent by email to the person with whom the contracting of the service covered by this contract has been processed.

In addition, the Client may request from Guud any information deemed appropriate to ensure compliance with the obligations derived from the data security principle for it as the data processor. The Client will not be able to request from Guud the application of additional security measures unless there is a justified reason for it and, if necessary, finance its application. Inter alia, the Client may ask Guud to make anonymous or encrypt personal data for which the Client is responsible, and information held by it.

d. Obligations in the event of exercising rights of access, rectification, cancellation, limitation of processing, deletion, portability and opposition.

In the event that personal data holders exercise their rights of access, rectification, limitation of processing, deletion, portability and opposition granted by the legal data protection regime vis-à-vis Guud, the latter shall, in any case, notify the Client of the request, within a maximum period of seventy-two (72) hours, in order that the Client may respond to them, as appropriate, within the statutory deadlines.