PRIVACY POLICY

26-10-2026

1. Who we are and what this policy covers

1.1. This policy explains how **Spiry Ltd** (registration number HE 479622, Arch. Makariou III & Orfeos, 67 & 2B, Office 104, 1070 Nicosia, Cyprus) handles personal data. We are the controller of the personal data described here, except where section 8 says otherwise.

1.2. It covers our websites and the Spiry platform at app.spiry.com, and any other site or subdomain that links to this policy (together, the **Platform**).

1.3. Contact us about anything in this policy, including to exercise your rights, at support@spiry.com.

1.4. **This policy concerns three groups of people**, and not all of it applies to everyone:

Who	***What it means***
brand users	People who work for a company using Spiry to run influencer campaigns
Creators registered on the Platform	Creators who have an account and take on work through Spiry
Creators we find and contact	Creators whose public profiles we have analysed, and who may not have registered with us or heard from us yet. Section 3 is written for you.

2. What we process

#	***Category***	***What it includes***	***Applies to***	***Source***
1	**Account and identification**	Name, email, social profiles, account credentials; for brand users also company name, country, address,	brand users, registered creators	you

#	*Category*	*What it includes*	*Applies to*	*Source*
		VAT number and account identifiers		
2	**Verification (KYB/KYC)**	Verification status and limited verification information received from our verification providers. Identity documents, selfies and similar materials are submitted to and held by those providers under their own terms, not by us	brand users, registered creators	verification providers
3	**Financial and transactional**	Top-ups, reservations, commission, taxes and transaction history. Payout details (name, address, tax number, bank details, cryptocurrency address and network). We do not collect or store payment card details	brand users, registered creators	you and payment providers
4	**Deal and communication**	Campaigns, briefs, offers, agreed terms and correspondence relating to deals conducted on the Platform	brand users, registered creators	you
5	**Public profile and performance**	Public account metrics and content statistics, such as audience size, engagement and posting history	all creators	public sources, platform APIs (including YouTube API Services, see section 16), data providers
6	**Scores and derived signals**	Fit scores, quality indicators and risk flags that we calculate	all creators	calculated by us

#	*Category*	*What it includes*	*Applies to*	*Source*
7	**Outreach and contact**	Contact details and the content and delivery status of messages we send	creators we contact	us, and public sources
8	**Content and creative materials**	Drafts submitted for review and published content, which may include images and voices of identifiable people	registered creators	creators
9	**Data imported by brands**	Creator databases that a brand uploads into its own workspace. See section 8 — we act as a processor for this data	creators listed by a brand	the brand
10	**Compliance and consent records**	Records of acceptance of our terms (user, role, version, date) and of consents given or withdrawn	brand users, registered creators	us
11	**Technical and usage**	IP address, device and browser information, logs, and data collected through cookies and similar technologies	Everyone	collected automatically
12	**Session recordings**	Recordings of how pages and features are used — clicks, navigation and page content. Text entered into fields we mark as sensitive is masked before a recording leaves your browser	brand users, registered creators	collected automatically, with your consent
13	**Support**	Support requests and correspondence	anyone who contacts us	you
14	**Marketing**	Marketing communications where you have consented to receive them, or where	brand users, registered creators and	you, public sources, referrals or

#	Category	What it includes	Applies to	Source
		we are permitted to contact you as a business contact, together with your related preferences	business contacts, where permitted	business contact records, where permitted

2.1. Account credentials are stored in hashed form and cannot be read by us.

2.2. Content may include personal data of people other than the creator. Where a user submits content that includes other individuals, that user is responsible for holding the rights, consents or other lawful basis required to provide it to us and for us to process it as described in this policy.

2.3. We do not seek to collect special categories of personal data (such as data concerning health, racial or ethnic origin, religious or political beliefs, biometric data) or data relating to criminal convictions. Brands are contractually prohibited from including such data, or personal data relating to individuals under 18, when importing a database.

3. Creators we find and contact

This section is for creators who have not registered with us.

3.1. We identify creators who may be a good match for a campaign by analysing publicly available information — social media profiles, published content and performance metrics — obtained from public sources, official platform interfaces (including YouTube API Services, see section 16) and third-party data providers.

3.2. From that information we build a profile that may include a handle, public contact details, audience and engagement metrics, content categories, and the scores and signals described in section 5.

3.3. **Why we are allowed to do this.** We rely on our legitimate interest in identifying suitable professional partners and offering them paid work. We have assessed this against your interests: the data concerns your public professional activity rather than your private life, we do not use it for advertising or profiling unrelated to collaboration, and you can object at any time.

3.4. **How you find out.** When we first contact you, we tell you where we found you and link to this policy. Every message includes a way to opt out.

3.5. **How to make it stop.** Write to support@spiry.com, or reply to any message from us asking to be removed. We will delete your profile and keep a minimal suppression record — your address or handle only — so that we do not contact you again.

3.6. If you do not respond, we delete the profile within six (6) months of our last message to you, or sooner if you ask us to or if the law requires it

4. What we use data for, and on what legal basis

Purpose	***Categories***	***Legal basis***
Providing the Platform, running campaigns and deals, and paying creators	1, 3, 4, 8, 11	Performance of a contract
Verifying users; sanctions and similar screening; meeting tax, accounting and anti-money-laundering requirements, where applicable	2, 3, 10	Legal obligation where applicable, and our legitimate interest in meeting the requirements of our payment partners
Finding and contacting creators for campaigns	5, 6, 7	Legitimate interest (section 3)
Scoring and matching creators to campaigns	5, 6	Legitimate interest in providing a useful service
Preventing fraud, abuse and manipulation of metrics; securing the Platform	3, 4, 6, 11	Legitimate interest in protecting users and the service
Improving the Platform and training our models, using aggregated and de-identified data	4, 5, 6, 8, 11	Legitimate interest (section 5)
Showing a creator's published work in our own promotional materials	1, 8	Our legitimate interest in promoting the service, as agreed in our creator terms; consent for use in paid advertising
Responding to support requests	13	Performance of a contract, or legitimate interest in answering enquiries

Purpose	*Categories*	*Legal basis*
Sending marketing communications	1, 14	Consent, or legitimate interest for business contacts, in each case with an opt-out
Non-essential cookies and analytics	11	Consent — see our Cookie Policy
Hosting a brand's imported database on its behalf	9	We act as a processor; the brand is responsible for the legal basis
Recording sessions to diagnose errors and improve usability	12	Consent — see our Cookie Policy

4.1. Where we rely on legitimate interests, you can ask how we balanced them, and you can object (section 10).

5. Scores, automated processing and model training

5.1. **Scores.** We calculate scores and signals that indicate how well a creator may fit a campaign, and flag possible risks such as unusual engagement patterns. These are estimates produced from public and platform data, not statements of fact.

5.2. **A person decides.** Scores support human decisions; they do not by themselves determine whether a deal is offered, accepted or paid. We do not make decisions producing legal or similarly significant effects about you by automated means alone. If we introduce such a decision, we will tell you and explain your rights before we do.

5.3. **You can challenge a score.** Write to support@spiry.com to ask how a score was reached, to give us information you think is missing, or to ask us to review it.

5.4. **Model training.** We use data from the Platform in aggregated and de-identified form to improve our service and to develop and train our models. We do not use published content in identifiable form to train models. The commercial terms of brands' deals are never disclosed to other users and are never used in a way that would allow a particular brand, campaign or deal to be identified. This does not apply to data obtained through YouTube API Services (section 16).

6. Who we share data with

6.1. We share personal data with service providers, payment partners, verification providers and other third parties that help us operate the Platform. Depending on the service, they may act as our processors, as independent controllers, or as separate service providers under their own terms. Where a provider processes personal data on our behalf, we require it to do so under appropriate contractual obligations.

Purpose	***Providers***
Identity and business verification	SumSub
Payments and payouts	Banks, PayPal, Inxy
Hosting and infrastructure	Amazon Web Services
Product analytics, error monitoring and session recording	PostHog
Email delivery and outreach	Amazon SES, Instantly
Data enrichment	Providers that aggregate publicly available profile and performance data
AI processing for creator matching and content assessments	OpenRouter, OpenAI, Google (Gemini), Anthropic

6.2. We also share data where necessary: with the brand or creator involved in a deal, to the extent needed to conclude and perform it; with professional advisers; with authorities where the law requires it; and with a successor if our business is transferred, in which case we will tell you.

6.3. **We do not sell personal data, and we do not share brand-imported creator databases between brands.**

6.4. We do not use content in our own promotional materials in a way that discloses a brand's confidential information, or that materially features a brand's trade marks, products or campaign materials without that brand's permission. Where a brand has agreed that we may identify it as a customer, we may do so as set out in our Master Agreement.

7. International transfers

7.1. Some of our providers are located outside the European Economic Area. Where that is the case, we transfer data only where the destination has been recognised by the European

Commission as providing adequate protection, or under Standard Contractual Clauses together with any additional measures needed.

7.2. You can ask us for details of the safeguards that apply to a particular transfer.

8. Data that brands import

8.1. A brand may upload its own database of creators into its workspace. For that data, the brand decides why and how it is processed and is the controller; we act as a processor and handle it only to provide the Platform to that brand.

8.2. Imported data stays within that brand's workspace. We do not add it to our own creator database, we do not use it to enrich profiles shown to other brands, and we do not share it with other brands.

8.3. We only accept the data fields the Platform supports; other fields are not stored.

8.4. If your details appear in a brand's imported database and you want them changed or deleted, contact the brand directly. If you contact us instead, we will pass your request on and help the brand respond.

8.5. Our obligations as a processor are set out in our Master Agreement with the brand.

9. How long we keep data

Data	***Retention***
Verification, financial, tax and compliance records	For the period required by applicable legal, tax, accounting, AML/sanctions or payment partner requirements, generally up to five (5) years after the end of the relationship
Account, deal and communication data	For as long as the account is open, and for up to six (6) years afterwards where needed for records, disputes, accounting or legal claims
Profiles of creators we contacted who did not respond	Six (6) months from the last update, except data obtained through YouTube API Services, which follows section 16.5

Data	***Retention***
Scores and derived signals	For as long as the underlying profile is kept, except data obtained through YouTube API Services, which follows section 16.5
Content and creative materials	For as long as the related deal record is kept
Data imported by a brand	Until the brand deletes it or closes its workspace
Technical logs	Generally up to twelve (12) months, unless needed for security, fraud prevention or legal claims
Session recordings	Thirty (30) days
Support correspondence	Up to three (3) years after the request is resolved, unless longer retention is needed for legal claims or compliance
Marketing preferences and opt-outs	For as long as needed to respect your choice
Data obtained through YouTube API Services	Refreshed or deleted within thirty (30) days; statistics and our estimates derived from them up to thirty-six (36) months where YouTube permits (section 16.5)

9.1. We may keep data for longer where it is needed to establish, exercise or defend legal claims, or where the law requires it.

10. Your rights

10.1. You have the right to: access your data; have inaccurate data corrected; have data deleted; restrict how we use it; object to processing based on legitimate interests, including profiling; receive data you gave us in a portable format; and withdraw consent at any time, without affecting what we did before.

10.2. **Objecting to our outreach.** If you object to us contacting you, or to profiling carried out for that purpose, we will stop and delete the profile, keeping only the minimal suppression record described in section 3.5. We do not weigh this against our own interests.

10.3. Write to support@spiry.com. We reply within one month, and will tell you if we need longer because a request is complex.

10.4. We may ask for information to confirm your identity before acting on a request.

11. Children

11.1. The Platform is for people aged 18 and over. We do not knowingly allow anyone under 18 to register for or use the Platform, and we do not knowingly build profiles of creators under 18.

11.2. Where content includes a minor, the user submitting it must hold all consents required by law and by our Master Agreement.

11.3. If you believe we hold data about a minor that we should not, write to support@spiry.com. We will review it and delete the data unless we are entitled or required to keep it, in which case we will explain why.

12. Security

12.1. We use technical and organisational measures appropriate to the risk, including encryption in transit, role-based access controls, workspace and tenant separation, rotation of secrets, and confidentiality obligations for everyone who can access personal data.

12.2. No service can be completely secure. If a breach affects your personal data and is likely to result in a high risk to you, we will tell you without undue delay, as required by applicable law.

13. Cookies

13.1. Cookies and similar technologies are covered by our separate Cookie Policy.
Non-essential cookies, including analytics, are used only with your consent.

14. Changes

14.1. We may update this policy. The current version is always published on the Platform with its effective date. Where a change materially affects how we use your data, we will tell you in advance.

15. Contact

For any question relating to this policy, including requests and complaints, write to support@spiry.com. Our identity and registered address are set out in clause 1.1.

16. YouTube API Services

16.1. The Platform uses YouTube API Services to help brands find, evaluate and contact YouTube creators. By using the Platform, you agree to be bound by the YouTube Terms of Service. Google's handling of personal data is described in the Google Privacy Policy.

16.2. **What we access and store**. Through YouTube API Services we access public data about YouTube channels and videos, such as channel name, handle, link, description, avatar, country, statistics (subscriber, view, like and comment counts), recent uploads with their titles, and public comments on selected videos. We store this data, and may store short excerpts of public video text or comments used to explain a content assessment.

16.3. **How we use it**. We use this data only to show brand users relevant channels and help them contact creators, to find videos that mention a brand, and to calculate Spiry's own estimates, such as engagement rate, fit score and content assessments. These estimates are calculated by Spiry and are not provided or endorsed by YouTube. We do not use data obtained through YouTube API Services to infer sensitive characteristics of creators or their audiences (such as age, gender, ethnicity, religion, political views, sexual orientation or health), to train AI models or for advertising, and we do not sell it.

16.4. **Who we share it with**. We share this data only with brand users of the Platform and with service providers that host and operate the Platform on our behalf, including AI model providers (section 6), and otherwise only as described in section 6.2.

16.5. **How long we keep it**. We refresh or delete data obtained through YouTube API Services within thirty (30) days of retrieval. Where YouTube permits it, we keep statistics and our estimates derived from them for up to thirty-six (36) months.

16.6. **Connected YouTube channels**. If you connect your YouTube channel, we request read-only access and use it only to confirm that you own the channel: we read the channel's ID, name and handle. You can disconnect the channel in your Spiry account or revoke access through the Google security settings page. We delete data obtained through that access within seven (7) days after you disconnect in Spiry, and within thirty (30) days after access is revoked through Google.

16.7. **Device information**. The Platform and third parties acting on our behalf may store or access information on your device, including through cookies, as described in section 13 and our Cookie Policy.

16.8. **Questions and deletion**. To ask about, or request deletion of, data obtained through YouTube API Services, contact support@spiry.com. We act on deletion requests within seven (7) days. Deleting data held by Spiry does not affect data stored by YouTube.