

DATA PROCESSING AGREEMENT – CREATOR STUDIO

1. GENERAL

This Data Processing Agreement (including its appendices, the “DPA”) shall apply to all Processing of Personal Data performed by Creator Studio (“the **Processor**”) on behalf of a Creator (“the **Controller**”) as part of the Print-On-Demand service provided under the General Terms of Service (**General Terms of Service**) and any agreement amending, supplementing, extending or replacing the General Terms of Service and any orders for products and/or services placed thereunder. In the event of conflicting terms between this DPA and the General Terms of Service, this DPA shall prevail.

This DPA does not apply where Creator Studio is considered controller in its own right (such as the Processing of Personal Data handled to facilitate our relationship with the Creator (such as in the creation of Your account, Your use of our Print-On-Demand Service and the purchase of Products) as set out in our Privacy notice [Creator Studio | Privacy Notice](#).

2. DEFINITIONS

In this DPA, the following definitions, whether used in plural or singular, shall have the meaning as regulated below.

“Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. Controller includes the term “business” as such term is defined under Data Protection Law.

“Data Protection Law” refers to EU General Data Protection Regulation 2016/679 and all other privacy and personal data legislation applicable to the processing of Personal Data under this DPA, including US Data Protection Laws.

“Data Subject” means a natural person who can be identified, directly or indirectly, by the Personal Data.

“EEA” means member state countries of the European Union and countries of the European Economic Area.

“GDPR” refer to refers to the EU General Data Protection Regulation 2016/679.

“Personal Data” means any information relating to an identified or identifiable natural person, including an identifier such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural

or social identity of that natural person processed by the Processor under this DPA, including the term “personal information” as such is defined under Data Protection Law.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

“Processing” or “to Process” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller. Processor includes the term “service provider” as such term is defined under Data Protection Law.

“Sub-processor” means any third party engaged by the Processor, or its Sub-processor, to Process Personal Data on behalf of the Controller.

3. DATA PROCESSING

- 3.1. The Processor will Process the Personal Data in accordance with the Controller’s documented instructions (including as set out in Annex I to this DPA or as stipulated when placing an order or as further documented in any other written instructions given by the Controller. If Processor cannot comply with an instruction, it will notify the Controller without undue delay (unless prohibited from notifying under applicable law).
- 3.2. At Controller’s reasonable written request, the Processor will provide (i) reasonable support in response to requests from Data Subjects or regulatory authorities, data privacy impact assessments and data breach notifications as well as (ii) such information as is reasonably necessary to demonstrate compliance with this DPA, solely to the extent such support and information relate to the Processor’s processing of Personal Data under this DPA.
- 3.3. The Processor shall impose adequate contractual obligations regarding confidentiality and security upon its personnel which have been authorised to Process Personal Data.
- 3.4. Following termination of the General Terms of Service for whatever reason, the Processor will (as applicable) delete all Personal Data in accordance with its internal retention policies.

4. SECURITY

- 4.1. The Processor will implement and maintain technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access ("Security Measures"). The Processor may update or modify the Security Measures from time to time at its discretion, provided that such updates and modifications do not result in the degradation of the overall security of the Service.
- 4.2. The Processor shall notify the Controller, in writing, without undue delay after the Processor has become aware of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

5. SUB-PROCESSING

The Controller acknowledges and agrees that Processor uses Sub-Processors in the handling of Personal Data as a result of the Services. The Controller gives Processor general consent to engage such Sub-Processors. Processor shall enter into written contracts with such Sub-Processors which contain data protection provisions which are equivalent to those set forth in this DPA and inform Controller of any intended changes concerning the addition or replacement of other processors by way of notice on Processor's website, thereby giving Controller the opportunity to object to such changes within 30 calendar days.

6. INTERNATIONAL TRANSFERS

- 6.1. Any transfer of Personal Data to a third country by the Processor shall be done only on the basis of documented instructions from
- 6.2. the Controller or in order to fulfil a specific requirement under EU or Member State law to which the processor is subject and shall take place in compliance with Data Protection Law.
- 6.3. The Controller agrees that where the Processor engages a Sub-processor in accordance with Section 5, for carrying out specific Processing activities (on behalf of the Controller) and those Processing activities involve a transfer of Personal Data within the meaning of Data Protection Law, the Processor and the Sub-processor shall ensure compliance with Data Protection Law by using SCC, provided the conditions for the use of SCC are met.
- 6.4. If and to the extent this DPA and the SCC are inconsistent, the provisions of the applicable SCC shall prevail.

ANNEX I

Details OF THE DATA PROCESSING

1. Subject matter of the processing

Creator has contracted Creator Studio to fulfil and ship Creator's Print on Demand orders in accordance with the General Terms of Service .

2. Type of Personal Data

The processing pertains the following types of Personal Data: Person and contact information (Name, Address, e-mail and phone number) and information on end customers' purchases (purchased items, amounts, date).

3. Nature of the Processing

The Processing concerns Personal Data that is collected and sent by Creator from their webshop to Creator Studios platform. The Processor will host and facilitate access and deletion of Personal Data in connection with its shipment of Print on Demand orders.

4. Categories of Data Subjects

The Processing concerns information regarding Creator's customers.

5. Duration of the Processing

Personal Data that is Processed on behalf of Creator under General Terms of Service shall be deleted by the Processor according to the following retention policy: 6 months

6. Transfer to a Third Country

Personal Data is not transferred outside the EU/EES to fulfill the purpose of processing in accordance to this DPA and General Terms of Service . If Personal Data will need to be transferred to a country/state outside EU/EES it will be done under the safeguard of approved mechanisms for the safeguarding of Personal Data.

7. Location of the Processing

The Processing shall be performed at the Processor's premises according to the following:

Processor	Address	Task	Mechanism for safeguarding the data transfer
H & M Hennes & Mauritz GBC AB, . 556070-1715	H & M Hennes & Mauritz GBC AB, reg. no. 556070-1715	Provide order platform and fulfilment of garment orders.	n/a

Location of Sub-Processors for EU/EEA Creators

Sub-Processor's task	Sub-Processor's location	Mechanism for safeguarding the data transfer
Order fulfilment – printing	Czech Republic	n/a
Cloud storage	EU	n/a

The Processor is hereby authorized to engage Sub-Processors in accordance with the requirements stated in chapter 4. Customer is informed on what Sub-Processors that is Processing Personal Data on Creator's behalf upon the Creator's request