NetBase Quid EU General Data Protection Regulation (GDPR) Compliance Statement
(“GDPR Statement”)
August, 2019

This GDPR Statement summarizes NetBase Quid’s commitments and compliance procedures with regard to GDPR. To the extent that NetBase Quid (referred to herein as “Supplier”) processes any Personal Information as part of or in connection with NetBase Quid’s performance of the NetBase Quid Services, this GDPR Statement will apply.

1. Definitions:

1.1 “GDPR” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as may be amended or supplemented.

1.2 “Personal Information,” or “Personally Identifying Information” (collectively referred to herein as “PII”) means any information relating to an identified or identifiable natural person which Supplier accesses or acquires from the Client, or which Supplier collects and acquires on behalf of Client. Personal Information includes, without limitation: a person’s (a) name, (b) mailing address, (c) telephone or fax number, (d) email address, and (e) government identification number.

1.3 “Process” or “Processing” means any operation or set of operations which is performed on PII, such as collection, recording, organization, structuring, alteration, use, access, disclosure, copying, transfer, storage, delivery or other use of PII.

1.4 “Social Media Data” means social media data which is posted on public sites and is generally available to the public.

2. Supplier’s Parameters with regard to Data Processing:

2.1 Supplier does not export any Social Media Data from any EU countries; however Supplier may come into possession of data exported by other companies that originates in the EU. NetBase Quid uses its reasonable best efforts to ensure those companies are GDPR compliant, and maintains terms of use synchronized with those companies that cover GDPR regulations.

2.2 Supplier’s Service consists primarily of providing Social Media Data analytics on publicly available data, which accesses available Social Media Data that is not indicated as private. To the extent the Client provides their own data, the Client exclusively controls what PII that they provide to the Supplier. Any data output is only provided to the Client who provided the data, and not to any third party, without Client's express consent.

2.3 To the extent NetBase Quid is alerted in writing that any PII residing in such Social Media Data is non-compliant based on valid determinations using GDPR directives, upon written notice from Client, or data owner, or Social Media Data content provider, and/or other competent entity having regulatory oversight over these matters with regard to NetBase Quid will immediately delete such PII. In addition, to the extent Client is alerted in writing that any PII residing in such Social Media Data is non-compliant, upon written notice from NetBase Quid, or data owner, or Social Media Data content provider and/or other competent entity having regulatory oversight over these matters with regard to Client, Client will immediately delete such PII.
2.4 Supplier will take all reasonable and necessary technical and organizational security measures against the unauthorized or unlawful Processing of PII and against the loss, alteration or destruction of, or damage to, PII. Supplier shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. In assessing the appropriate level of security, Supplier shall take into account the state of the art, the cost or implementation and nature, scope, context and purposes or PII as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

2.5 Supplier will not disclose PII obtained from Private Data to any third party without first obtaining Client’s consent, except as otherwise required by applicable law. Supplier will impose enforceable written obligations on all employees, contractors and agents that process PII on Supplier’s behalf to protect the confidentiality of the PII and to comply with other applicable legal requirements.

2.6 Supplier’s Data Hosting Service is compliant with GDPR requirements under contractual terms with Supplier. Supplier will make available to Client all audit results from its Hosting Service, such as SOC2 Type II or similar assessment.