

Creator Discovery Data Notice

COLLABOR TECHNOLOGIES LTD

Company number 16888312 | Registered in England and Wales

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1. Who we are and what this Notice covers

COLLABOR TECHNOLOGIES LTD (Collabor, we, us or our) is the controller responsible for the personal information described in this Creator Discovery Data Notice. We are incorporated in England and Wales under company number 16888312. Our registered office is Egerton Mill, 25-27 Egerton Street, Chester, United Kingdom, CH1 3ND.

This Notice explains how we find, collect, organise, enrich, score, display, license and otherwise use information about Creators for the Creator Discovery service. It applies whether or not a Creator has registered for a Collabor account. It supplements our general Privacy Notice, Cookie Notice, Creator Platform Agreement and other applicable Platform terms.

The Creator Discovery service helps authorised Brands and Agencies identify and evaluate potential Creators for lawful influencer-marketing and content campaigns. It is not a background-check, employment-screening, credit, insurance, housing or eligibility service.

2. Key terms

"Brand or Agency" means an authorised business customer using Creator Discovery for its own or an authorised client's influencer-marketing activities.

"Creator" means an individual associated with a public social-media profile, whether or not that person has registered with Collabor.

"Discovered Creator" means a Creator whose information we obtained from public or third-party sources rather than directly through a Collabor account.

"Observed Data" means information available from a source, such as a public profile, post, video, channel, website or permitted API response.

"Estimated Data" means a conclusion, prediction, score, classification or calculated metric produced by Collabor or a service provider from Observed Data or other permitted information.

"Profile Record" means a platform-specific record associated with a social-media account or channel. One person may have several Profile Records.

"Supported Platforms" means Instagram, TikTok and YouTube at the date of this Notice, together with any additional platform added to this Notice before collection begins.

3. Where Creator information comes from

3.1 Public social-media profiles and content

We collect information that a Creator, platform user or social-media service has made publicly accessible on a Supported Platform. Depending on platform availability, this may include profile pages, public posts, videos, Shorts, Reels, Stories, captions, hashtags, mentions, comments, public engagement counts and other publicly visible signals.

We may obtain this information through official or publicly accessible APIs, feeds and interfaces where available, through automated collection technologies operated by us or on our behalf, and through service providers that return public social-media information to us. The method may differ by platform and may change where platform access, law or technical availability changes.

Public availability does not mean that personal information is outside data-protection law or that content is free of copyright and other rights. We process and provide access to it only for the purposes and subject to the controls in this Notice.

3.2 Public websites and Creator-published contact details

We may follow links that a Creator publishes in a social profile, such as a personal website, portfolio, management page, link-in-bio page or other professional contact page. We may record a business or collaboration email address where the Creator has made it publicly available for professional contact. We do not promise that a public address remains current or that its publication constitutes consent to every form of marketing.

3.3 Information supplied by Creators

A Creator may register with Collabor, claim or connect a profile, apply to a Campaign, complete an inbound form, provide portfolio or audience information, correct a profile, or authorise a platform connection. Information supplied or authorised in that way may supplement or replace Estimated Data. The Creator can control optional information through the Platform settings and applicable rights process.

3.4 Information supplied by Brands and Agencies

Brands and Agencies may add a Creator to a collection or Campaign and may contribute notes, ratings, relationship history, proposed fees, campaign status, messages, documents and custom fields. Customer-only information is not treated as a public source. Access is limited according to account permissions and the applicable Platform agreements.

3.5 Service providers and licensed sources

Where we use a data, enrichment, hosting, analytics or collection provider, we require an appropriate contract addressing confidentiality, security, data-protection obligations and permitted use. We will not describe provider data as platform-authorised or verified unless the provider and relevant platform evidence support that statement. A current list or meaningful categories of relevant providers will be made available through our Privacy Notice or on request where required by law.

4. Information included in Creator Discovery

The information available for a particular Creator depends on the platform, public settings, account activity, whether the Creator has claimed the profile, supplier coverage and the analyses requested. We may process:

- identity and profile information, including display name, username, platform identifier, profile image, biography, verification status and profile links;
- professional contact information that the Creator has made public, including a business email, management contact or website;
- account and content information, including posts, videos, Stories, captions, hashtags, mentions, public comments, dates, topics and content format;

- public performance information, including followers or subscribers, following, post or video counts, views, plays, likes, comments, shares, posting frequency and historical changes;
- Creator-provided information, including portfolio details, Campaign applications, availability, fees, location, language, preferences, connected accounts and corrections;
- Brand- or Agency-provided information, including collections, favourites, internal ratings, notes, campaign history and custom fields;
- technical provenance information, including source platform, source URL or identifier, first-seen date, last refresh date and confidence or completeness indicators; and
- Estimated Data described in clause 6.

5. What our database-size statements mean

Where Collabor publishes a Creator Discovery database figure, it is an approximate count of platform-specific Profile Records indexed, searchable or technically available for enrichment across the platforms and territories stated with the figure. Unless we expressly say otherwise, it is not a count of unique individuals, registered Collabor members, active Creators, verified Creators or Creators who have agreed to work through Collabor.

The same person may be counted more than once where they operate several accounts or use more than one Supported Platform. A Profile Record may be incomplete, awaiting enrichment, temporarily unavailable or based on the last successful refresh. Counts change as new records are added, accounts are merged, profiles become private, information is corrected, and records are suppressed or deleted.

Collabor maintains internal evidence showing the date, query, inclusion rules, platform coverage, deduplication method and result supporting any public database claim. Marketing descriptions must not use 'verified', 'live', 'real-time', 'complete' or similar language unless the relevant metric and verification method support it.

6. Estimates, inferences and Creator scoring

6.1 Why we create Estimated Data

Public platforms do not always provide complete or comparable information. We therefore use calculations, statistical methods, rules and machine-assisted analysis to organise profiles and help Brands and Agencies assess potential relevance. Estimated Data is guidance, not a statement of fact or a guarantee of Campaign performance.

6.2 Types of Estimated Data

Depending on the available inputs, we may calculate or infer:

- likely country, city or region and the primary language of a profile or its content;
- content interests, categories, themes, hashtags, style, format and brand affinities;
- engagement rates, average or median views, estimated reach, growth trends and posting frequency;
- audience age bands, gender distribution, location, language, interests and overlap, expressed as estimates or aggregated proportions;
- indicators of suspicious, inactive or potentially inauthentic followers or engagement;
- past brand mentions, apparent sponsored content or likely Creator-brand collaborations;
- quality, performance, brand-fit, relevance, similarity, brand-safety or Campaign-match scores; and

- search-result rankings and AI-generated profile or comment summaries.

6.3 Inputs and limits

Inputs may include profile text, captions, hashtags, mentions, content, public follower or engagement signals, posting history, Brand search criteria, Campaign requirements and comparison with profiles showing similar patterns. We may use only a sample where analysing every available signal would be unnecessary or disproportionate.

Estimates can be wrong, incomplete, biased or out of date. They may differ from platform-native analytics because the source period, sample, definitions and method differ. A score should be considered alongside the underlying profile, content, context and direct information from the Creator.

6.4 Sensitive information and fairness

Collabor does not intentionally infer or provide search filters for a person's race or ethnicity, religious or philosophical beliefs, health, genetic or biometric identity, sex life, sexual orientation, trade-union membership or political opinions. Content that incidentally reveals such information must not be used to create a sensitive classification unless a specific lawful condition, documented necessity and appropriate safeguards have first been approved.

We test material scores and classifications for accuracy, consistency and disproportionate impacts. We provide a correction and review route and may suspend a score where its accuracy is disputed. Brands and Agencies must not use Creator Discovery to discriminate unlawfully.

6.5 No solely automated significant decision by Collabor

Creator Discovery provides search, ranking and decision-support information. Collabor does not use a discovery score alone to make a solely automated decision that produces legal or similarly significant effects on a Creator. Brands and Agencies decide whom to review, contact, shortlist or contract and must exercise meaningful judgment. If Collabor introduces a materially different automated decision, we will assess it before use and update this Notice.

7. Why we use the information and our lawful bases

7.1 Legitimate interests

Our principal lawful basis for collecting and using public Creator information and producing non-sensitive discovery estimates is legitimate interests. Our interests are to operate a professional Creator-discovery service, help businesses identify relevant commercial partners, improve comparability and reduce fraud and wasted outreach. Brands and Agencies may have corresponding interests in planning and carrying out lawful influencer-marketing activities.

We apply a purpose, necessity and balancing assessment before relying on legitimate interests. Relevant safeguards include limiting the service to authorised business users, minimising information, labelling estimates, restricting reuse, monitoring access, excluding sensitive inferences, providing correction and objection routes and suppressing profiles where required. A Creator may object as described in clause 15.

7.2 Contract and steps requested by a Creator

Where a registered Creator asks us to provide Platform services, connect an account, apply to a Campaign, display a portfolio or manage a profile, processing may be necessary to enter into or perform our contract with that Creator or to take requested pre-contract steps.

7.3 Consent

We rely on consent where the law requires it or where an optional feature is properly offered on that basis, such as certain account connections, optional special information or marketing preferences. Consent can be withdrawn for future processing without affecting processing that was lawful before withdrawal.

7.4 Legal obligations and legal claims

We process information where necessary to comply with law, respond to regulators or rights requests, protect legal rights, keep required records, prevent unlawful activity or establish, exercise or defend legal claims.

8. How and when profiles are collected and refreshed

Collection and refresh are automated in whole or in part. We may identify an account from platform discovery, a public link, a customer request or a Creator submission, assign a Collabor identifier, collect available Observed Data, create Estimated Data, and index the Profile Record for search.

Refresh frequency depends on profile activity, audience size, Campaign or customer use, platform limits, data availability and risk. Frequently used profiles may be refreshed daily or weekly; other profiles may be refreshed less often or when requested. A profile lookup or customer request may place a new or existing record into an enrichment or refresh queue.

We record a last-refreshed date or equivalent provenance marker where technically practical. If a source becomes unavailable, a record may continue to display the most recent data with a freshness indicator until it is refreshed, restricted or removed.

9. Who can see or receive Creator information

We may disclose or make Creator information available to:

- authorised Brands and Agencies using Creator Discovery for lawful influencer-marketing and campaign planning;
- a Creator and authorised representatives, including talent managers, in connection with profile claiming, correction, Campaigns or rights requests;
- service providers supporting data collection, enrichment, search, hosting, security, communications, analytics and support, under appropriate contractual controls;
- professional advisers, auditors, insurers, investors and prospective purchasers where necessary and subject to confidentiality;
- courts, regulators, law-enforcement bodies and other recipients where disclosure is required or permitted by law; and
- another company involved in a genuine corporate transaction, subject to appropriate safeguards.

Where a Brand or Agency exports information or uses it to contact a Creator for its own purposes, it may become an independent controller. It is responsible for its own lawful basis, transparency, direct-marketing compliance, accuracy, security, retention and response to rights requests.

10. Brand and Agency rules for discovery data

Access to Creator Discovery is a limited, revocable business-use licence. It does not transfer ownership of the database, personal information, Creator content or platform intellectual property. Unless Collabor

expressly approves otherwise in writing, a Brand or Agency must not:

- scrape, crawl, harvest, mirror or systematically extract the service or circumvent search, view, export, rate or technical limits;
- resell, sublicense, publish, redistribute or use Creator information to create or enrich a competing database;
- share information outside its organisation or authorised client team except as necessary for a specific lawful Campaign;
- use Creator information for mass-emailing, spam, harassment, surveillance or persistent contact after an objection;
- use it for employment, credit, insurance, housing, education, law-enforcement, immigration or other high-impact eligibility decisions;
- infer sensitive personal information, re-identify aggregated audience information or attempt to identify individual audience members;
- train or evaluate an unrelated AI or machine-learning model using Creator information or content;
- treat an estimate, score or classification as verified fact or make a decision without appropriate contextual review; or
- use the information in breach of data-protection, direct-marketing, consumer, advertising, equality, copyright, platform or other applicable law.

Collabor may monitor usage, impose reasonable view and export limits, investigate suspected misuse, suspend access and require deletion or evidence of compliance. API access and higher-volume exports require express contractual permission defining fields, users, purposes, volumes, security, retention and onward disclosure.

11. Direct contact and marketing

The presence of a public business email or social handle does not automatically authorise every marketing message. A Brand or Agency choosing to contact a Creator must consider the Creator's reasonable expectations, the nature of the address, applicable electronic-marketing rules and the right to object. Messages must identify the sender, be relevant and proportionate, and provide an effective way to stop further contact where required.

Collabor may provide a Platform invitation or link to this Notice when we first contact a Discovered Creator. We do not authorise customers to use Creator Discovery for indiscriminate or high-volume outreach.

12. Informing Discovered Creators

Because Creator information is obtained indirectly and at scale, we maintain this Notice in a public and easily accessible location. We provide or link to it when a Discovered Creator is first contacted by Collabor, when a Creator claims or views a profile, through our privacy-request process and in other circumstances required by law.

Where direct notice to every affected Creator would be impossible or involve disproportionate effort, we will rely on that position only after documenting the circumstances and risks. Safeguards include public transparency, data minimisation, restricted customer access, freshness information, contractual controls, security monitoring and simple correction, objection and suppression mechanisms.

13. Accuracy, corrections and profile claiming

Creators, Brands and Agencies should treat Creator Discovery information as an aid to research. We do not guarantee that a public source, estimate, contact address, platform count or historical record is complete, current or correct.

A Creator may ask to view a Collabor profile associated with them, claim it, supply authoritative information, correct an error, identify a duplicate, challenge an inference or request human review of a material score. We may ask for proportionate evidence that the requester controls the relevant account or is otherwise entitled to act, but we will not require more information than reasonably necessary.

While we investigate a credible accuracy challenge, we may label, restrict or temporarily remove the disputed field or score. Where appropriate, we will correct our live record, update relevant derived values and pass the correction to processors or recipients as required by law.

14. Opting out and suppression

A Creator may object to Creator Discovery processing or ask for their Profile Record to be removed through the privacy request form in Collabor's Help Centre, the privacy contact published in our Legal Centre, or by writing to our registered office. The request should identify the relevant platform and handle or profile URL.

Where we uphold an objection or erasure request, we will remove or restrict the Profile Record from Creator Discovery and customer-facing API results, normally within 30 days after completing any necessary verification. We will also instruct relevant processors and notify recipients where required and reasonably possible.

We may retain a minimal suppression record, such as a platform identifier, one-way hash, request date and outcome, for as long as reasonably necessary to prevent automatic re-import, demonstrate compliance and protect legal rights. The suppression record is not available for customer discovery or marketing. Removal from Collabor cannot remove information from the original social platform or copies lawfully retained by an independent Brand or Agency, although those parties remain responsible for applicable rights requests.

15. Your data-protection rights

Depending on your location and the circumstances, you may have rights to:

- be informed about how your personal information is used;
- obtain confirmation and access to personal information held about you;
- correct inaccurate or incomplete information;
- request erasure or restriction of processing;
- object to processing based on legitimate interests, including related profiling;
- object at any time to direct marketing and related profiling;
- receive qualifying information in a portable format;
- withdraw consent where processing relies on consent;
- request human intervention and challenge a qualifying solely automated significant decision; and
- complain to the Information Commissioner's Office or another competent supervisory authority.

To exercise a right or make a data-protection complaint, use the privacy request and complaint process published in Collabor's Help Centre or write to COLLABOR TECHNOLOGIES LTD at Egerton Mill, 25-27 Egerton Street, Chester, United Kingdom, CH1 3ND. We will acknowledge, investigate and respond within the period required by applicable law. We may request proportionate identity or

account-control information and may extend or refuse a request only where the law permits, explaining the reason and available appeal route.

16. Children

Collabor's commercial Platform is intended for adults. We do not knowingly create customer-searchable profiles for children or use children's information for discovery scoring. Public sources do not always disclose reliable age information. If we become aware that a searchable profile relates to a person under 18, we will restrict it while we assess and ordinarily remove it from Creator Discovery unless a documented lawful reason and child-protective safeguards apply.

A parent, guardian or young person may contact us through the privacy process. We will prioritise credible child-safety and age-related requests.

17. Retention

We retain information only for as long as reasonably necessary for the purposes described in this Notice, taking account of source availability, profile activity, Campaign relevance, accuracy, rights requests, legal obligations and the need to prevent re-import.

The current retention schedule is:

- active public profile and current metric data: while the profile remains public, relevant and capable of refresh, subject to periodic review;
- content and performance history used for trend analysis: a rolling period appropriate to the stated metric, with older data deleted or aggregated when no longer necessary;
- a removed or inactive live record: deleted from customer-facing systems within 30 days after a verified approved request or final inactivity decision, subject to backups and legal holds;
- backup copies: overwritten or deleted in the ordinary backup cycle, ordinarily within 90 days;
- rights-request, complaint and legal evidence: normally six years after closure where reasonably necessary; and
- minimal suppression information: for as long as reasonably necessary to prevent re-import and demonstrate compliance.

If Collabor adopts materially different periods, this clause will be updated before those periods are used.

18. International transfers

Collabor is based in the United Kingdom and the Supported Platforms, users and service providers operate internationally. Personal information may therefore be accessed or processed outside the UK or the country where a Creator lives.

Where law requires a transfer mechanism, we use an applicable adequacy regulation, the UK International Data Transfer Agreement, the UK Addendum to approved standard contractual clauses, or another valid safeguard. We also assess relevant protections and apply contractual, organisational and technical measures appropriate to the risk. Information about relevant safeguards is available through the privacy request process, subject to lawful confidentiality restrictions.

19. Security

We use proportionate technical and organisational measures designed to protect Creator information, including access controls, authentication, logging, encryption in transit, supplier due diligence, staff

confidentiality, incident response and customer usage limits. No internet or storage system is completely secure. We investigate suspected incidents and notify affected people and authorities where law requires.

20. Changes to this Notice

We will review this Notice when our sources, platforms, scores, suppliers, purposes, legal bases, sharing, retention or rights processes materially change. The current version and effective date will be published in the Legal Centre. Where a change is material or unexpected, we will take reasonable steps to bring it to affected people before the new use begins.

21. Contact and complaints

Privacy requests and complaints should be submitted through the electronic privacy and complaint form in Collabor's Help Centre or to the privacy email address published in the Legal Centre. Postal correspondence may be sent to: COLLABOR TECHNOLOGIES LTD, Egerton Mill, 25-27 Egerton Street, Chester, United Kingdom, CH1 3ND.

You may also complain to the Information Commissioner's Office at ico.org.uk. If you live outside the UK, you may have the right to complain to the supervisory authority responsible for your location.

Appendix 1 - Plain-language data journey

- 1 Discovery: Collabor identifies a public Creator account from a Supported Platform, a Creator submission or an authorised customer request.
- 2 Collection: available public profile, content, engagement and professional contact information is collected and assigned to a platform-specific Profile Record.
- 3 Enrichment: Collabor's systems calculate relevant metrics and estimates and record the source, freshness and available confidence information.
- 4 Search: authorised Brands and Agencies search and filter Profile Records for lawful influencer-marketing purposes.
- 5 Human review: a Brand or Agency reviews the underlying profile and context rather than relying only on a score.
- 6 Contact or Campaign: the Creator may be contacted or invited, at which point additional transparency and applicable campaign terms are provided.
- 7 Correction or opt-out: the Creator can claim, correct, challenge or suppress the Profile Record through Collabor's privacy process.