

Privacy Policy and Terms of Service

app.veinera.com · Veinera Campaign Intelligence Platform

Version 1.0 · Last Updated: 26 March 2026

These documents govern your access to and use of Veinera's campaign intelligence platform available at **app.veinera.com**. By accessing or using the platform, you agree to both the Privacy Policy and the Terms of Service set out below. Please read them carefully before using Veinera.

Part One : Privacy Policy

This Privacy Policy explains how **Veinera**, operated by **CV Veinova** in Jakarta, Indonesia, collects, uses, stores, and protects personal data when you use the platform at **app.veinera.com**. It is intended to align with **Indonesia's Personal Data Protection Law (UU No. 27 Tahun 2022)**, the **EU General Data Protection Regulation (GDPR)**, and applicable international standards for responsible AI and data protection.

1. Who we are

Veinera is operated by **CV Veinova**, headquartered in Jakarta, Indonesia. Veinera is a globally accessible SaaS platform available at **app.veinera.com**. For questions about this Privacy Policy or any data protection matter, you may contact us at **legal@veinera.com**.

2. What data we collect

2.1 Account data

When you create an account, we collect your name, email address, company or organisation name, role or job title, encrypted password, and the date and time your account was created.

2.2 Campaign data you submit or connect

Veinera processes campaign-related data that you submit directly or connect through authorised third-party integrations. This may include campaign briefs, creative assets, advertising performance data from platforms such as TikTok, Meta, and Google, creator or talent performance records, campaign timelines, execution data, and other marketing information you provide for diagnosis purposes.

This data remains yours. Veinera processes it solely to provide the diagnosis service to you and not to support other customers.

2.3 Connected platform data

When you connect Veinera to a third-party platform through OAuth or API authorisation, we access only the permissions and data you explicitly grant. You may revoke this access at any time through your Veinera account settings or directly through the relevant third-party platform.

2.4 Usage data

We automatically collect information about how you use the platform, including pages visited, features used, session duration, device type, browser type, IP address, and approximate geographic location inferred from IP. We use this data only to improve platform performance, product quality, and security. We do not use it for advertising.

2.5 Communications

If you contact us by email or through the platform, we may retain a record of that communication and your contact details so we can respond to you and improve our service.

3. How we use your data

We use your data to operate, improve, and protect Veinera. In particular, we use:

- **Account and campaign data** to deliver the campaign intelligence diagnosis service;
- **Usage data** to improve platform functionality, reliability, and product performance;
- **Communications data** to respond to support requests and improve user experience;
- **Account and usage data** to detect, prevent, and investigate security issues, misuse, or fraud.

We may also use **anonymised and aggregated patterns** derived from campaign data to improve Veinera's AI capabilities and diagnosis accuracy. We will **not** use your identifiable campaign data to train models for other customers without your explicit consent. Where consent is requested, it may be withdrawn at any time.

4. How we share your data

We do **not** sell your personal data. We do **not** share your campaign data with other Veinera customers.

We share data only in the following limited circumstances:

- with service providers that help us operate Veinera, such as cloud hosting, infrastructure, analytics, email delivery, and security providers;
- when required by applicable law, court order, or lawful request from a public authority;
- in connection with a merger, acquisition, restructuring, or business transfer, in which case we will notify you before your data becomes subject to a different privacy policy.

All service providers acting on our behalf are contractually required to process data only under our instructions and to maintain appropriate security and confidentiality standards.

5. International data transfers and EU compliance

Veinera is operated from Indonesia and serves users globally, including in the EU, EEA, UK, and Southeast Asia. Your data may be processed in Indonesia, Germany, or other countries where our service providers operate.

Where data is transferred from the EU or EEA, we rely on appropriate safeguards such as **Standard Contractual Clauses approved by the European Commission** or other lawful transfer mechanisms, including adequacy decisions where applicable. For Indonesian personal data, we comply with cross-border transfer requirements under **UU No. 27 Tahun 2022** and other applicable regulations.

6. How long we keep your data

We retain data only for as long as necessary for the purposes described in this Privacy Policy, unless a longer retention period is required by law.

- **Account data:** retained for the duration of your account and up to **2 years** after closure;
- **Campaign data:** retained for the duration of your account and up to **12 months** after closure;
- **Usage data:** retained on a rolling basis for up to **13 months**;
- **Communications:** retained for up to **3 years** after the last interaction;
- **Billing and transaction records:** retained for up to **7 years** where required by tax, accounting, or legal obligations.

Anonymised and aggregated data that can no longer identify any individual may be retained indefinitely for product improvement and analytical purposes. When applicable retention periods expire, data is securely deleted or irreversibly anonymised.

7. AI processing and the behavioural dataset

Veinera uses AI to help diagnose campaign performance. We aim to be transparent about how this works and to give you meaningful control over how your data is used.

When you submit campaign data, Veinera's AI systems analyse signals across creator, content, distribution, funnel, and execution layers to produce root-cause diagnoses and suggested next actions.

By default, your identifiable campaign data is **not** used to train models that support other customers. We may use **anonymised and aggregated patterns** derived from campaign data to improve overall diagnosis quality, system performance, and product accuracy.

If we ever ask to use your data in a more identifiable or less aggregated way for model training or product development, that request will be presented separately and will require your explicit consent. You may decline or withdraw that consent at any time.

Veinera's outputs are **decision-support recommendations**, not automated decisions that bind you. You remain fully responsible for the decisions you make based on the platform's outputs.

8. Your rights

Depending on your location and applicable law, you may have the right to:

- access the personal data we hold about you;
- correct inaccurate or incomplete data;
- request deletion of your personal data, subject to legal retention obligations;
- restrict or object to certain processing;
- receive your data in a portable, machine-readable format;
- withdraw consent where processing is based on consent.

Users in the EU or EEA may lodge complaints with their local data protection authority. Users in Indonesia may contact the relevant supervisory authority, including **Kominfo**, where applicable.

To exercise your rights, contact us at legal@veinera.com. We aim to respond within **30 days**, unless a longer period is permitted by law.

9. Cookies

Veinera uses cookies and similar technologies to operate and improve the platform.

We use:

- **essential cookies** for authentication, session management, and security;
- **functional cookies** to remember settings and preferences;
- **analytics cookies** to understand usage patterns and improve the platform.

We do **not** use advertising cookies and we do **not** sell data to advertising networks. You may manage non-essential cookies through your browser settings or any cookie controls we make available in the platform.

10. Security

We use appropriate technical and organisational measures to protect your data, including:

- encryption in transit using TLS;
- encryption at rest where appropriate;
- access controls and authentication safeguards;
- security monitoring and review processes;
- incident detection and response procedures.

If we experience a personal data breach that is likely to pose a risk to your rights and freedoms, we will notify affected users and relevant authorities as required by law, including within **72 hours** where GDPR applies.

11. Children

Veinera is a business platform intended for organisations and marketing professionals. It is not directed to individuals under the age of **18**, and we do not knowingly collect personal data from minors. If you believe a minor has provided personal data to us, please contact **legal@veinera.com** so we can take appropriate action.

12. Changes to this Privacy Policy

We may update this Privacy Policy from time to time. If we make material changes, we will notify you by email or through the platform.

The updated version will take effect on the date stated at the top of the document. Your continued use of Veinera after that date constitutes acceptance of the updated Privacy Policy.

Part Two : Terms of Service

These Terms of Service govern your access to and use of the Veinera campaign intelligence platform at **app.veinera.com**, operated by **CV Veinova**, Jakarta, Indonesia. By accessing Veinera, creating an account, or using any part of the service, you agree to these Terms. If you do not agree, you must not use the platform.

1. The service

Veinera provides a campaign intelligence SaaS platform that helps marketing teams, brands, and agencies diagnose campaign performance using AI. The platform may connect to authorised third-party advertising and analytics services, ingest campaign data, and generate root-cause diagnoses and recommended next actions.

Veinera is a **decision-support tool**. Its analyses, diagnoses, and recommendations are intended to support your judgment, not replace it. You remain fully responsible for all marketing, business, and commercial decisions you make based on the platform's outputs.

2. Account eligibility and access

To use Veinera, you must:

- be at least **18 years old**;
- act on behalf of a legitimate business or organisation;
- have authority to accept these Terms on behalf of that business or organisation;
- complete registration and any approval requirements that apply to your account.

During any early access or limited access phase, accounts may be approved individually at Veinera's discretion. Approval does not guarantee ongoing access.

3. Account responsibilities

You are responsible for maintaining the confidentiality of your account credentials and for all activity carried out through your account. You must ensure that all users within your organisation who access Veinera comply with these Terms. You must notify us immediately at legal@veinera.com if you suspect unauthorised access, misuse, or compromise of your account. You may not share account credentials outside your authorised organisation.

4. Acceptable use

You may use Veinera only for your organisation's lawful internal campaign intelligence, analysis, and marketing diagnosis purposes.

You must not:

- submit data you do not have the right to use or share;
- violate any applicable law or regulation;
- attempt to reverse engineer, copy, extract, or derive Veinera's models, systems, or proprietary methods;
- scrape, crawl, or systematically extract data from the platform;
- upload malware, harmful code, or malicious content;
- bypass or interfere with access controls or security features;
- process personal data through Veinera without an appropriate legal basis;
- resell, sublicense, or commercially exploit access to Veinera without our prior written approval.

5. Your data and content

You retain ownership of the campaign data, content, and materials you submit to Veinera. By submitting data to the platform, you grant Veinera a limited, non-exclusive, non-transferable licence to host, process, analyse, store, and use that data solely as necessary to provide the Veinera service to you, support the platform, maintain security, and comply with applicable law.

This licence ends when the relevant data is deleted or your account is closed, subject to the retention periods described in the Privacy Policy.

You represent and warrant that:

- you have all rights, permissions, and authorisations necessary to submit the data;
- your data does not infringe any law or third-party right;
- where your data includes personal data, you have a lawful basis to process and share it with Veinera.

6. Veinera intellectual property

Veinera, including its software, models, workflows, diagnosis methodology, visual design, branding, and all related intellectual property, is owned by **CV Veinova** or its licensors and is protected by applicable intellectual property laws.

These Terms grant you only a limited, non-exclusive, non-transferable, revocable right to access and use Veinera during your subscription period and in accordance with these Terms.

You do not acquire any ownership rights in Veinera or its underlying technology. Diagnosis outputs generated from your submitted campaign data may be used internally by you and within your client work. Veinera may use anonymised and aggregated patterns derived from outputs for product improvement, subject to the Privacy Policy.

7. Subscriptions and payment

Access to Veinera is provided on a subscription basis or under another commercial arrangement agreed at the time of purchase.

Unless otherwise stated:

- subscriptions are billed in advance for the selected billing period;
- all fees are non-refundable except where required by law or expressly stated by us;
- we may change pricing by giving at least **30 days' notice** before the change applies to existing paid subscribers;
- failure to pay fees when due may result in suspension or termination of access.

During early access, pilot, or custom enterprise arrangements, pricing and commercial terms may be agreed separately in writing.

8. AI outputs and disclaimers

Veinera's AI-based outputs are intended to support campaign analysis, but they are not guaranteed to be accurate, complete, current, or error-free. Campaign performance depends on many variables beyond Veinera's inputs and systems. Veinera does not guarantee any specific business result, campaign outcome, performance improvement, or return on investment. You are responsible for reviewing and validating outputs before acting on them. Veinera's features, models, integrations, and capabilities may evolve over time.

9. Third-party platform connections

Veinera may connect with third-party advertising, analytics, and marketing platforms based on your authorisation. Veinera is not affiliated with those platforms unless expressly stated otherwise. Your use of those services remains subject to their own terms, policies, and rules.

We are not responsible for disruptions, delays, reduced functionality, or losses caused by third-party platform changes, API limitations, outages, policy changes, or access restrictions.

10. Platform availability

We aim to keep Veinera available and reliable, but we do not guarantee uninterrupted or error-free access. The platform may become unavailable because of maintenance, technical issues, third-party service failures, internet disruptions, security incidents, or events beyond our reasonable control. During early access, availability and support are provided on a best-efforts basis. Enterprise-grade service commitments may be offered separately under written agreement.

11. Suspension and termination

You may cancel your subscription at any time through your account settings or by contacting **legal@veinera.com**. Unless otherwise stated, cancellation takes effect at the end of the current billing period.

We may suspend or terminate your access immediately if:

- you materially breach these Terms;
- your account is used for prohibited or unlawful purposes;
- payment is overdue;
- we are required to do so by law;
- continued access poses a security, legal, or operational risk.

We may also discontinue the platform or part of the service on **30 days' notice** where reasonably possible. Upon termination, your right to use Veinera ends immediately, and your data will be retained and deleted in accordance with the Privacy Policy.

12. Limitation of liability

To the fullest extent permitted by applicable law, Veinera's total aggregate liability arising out of or related to these Terms or your use of the platform will not exceed the total amount paid by you to Veinera in the **12 months** preceding the event giving rise to the claim.

To the fullest extent permitted by law, Veinera will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, goodwill, business opportunities, or data, even if advised of the possibility of such damages. Nothing in these Terms excludes liability that cannot lawfully be excluded under applicable law.

13. Indemnification

You agree to indemnify, defend, and hold harmless **CV Veinova**, its founders, directors, employees, contractors, and agents from and against any claim, liability, damage, loss, or expense, including reasonable legal fees, arising out of or related to:

- your breach of these Terms;
- your data, content, or materials submitted through the platform;
- your violation of applicable law;
- your infringement of any third-party right.

14. Governing law and disputes

These Terms are governed by the laws of **Indonesia**, without regard to conflict of law principles. Where mandatory local law applies, including consumer or data protection law in the EU, EEA, or UK, nothing in these Terms limits the protections that cannot legally be excluded.

If a dispute arises, the parties agree to first attempt to resolve it through good-faith discussions. Please contact us at legal@veinera.com, and we will aim to address the issue within **30 days**. If a dispute cannot be resolved informally, it will be submitted to the competent courts of **Jakarta, Indonesia**, unless mandatory law requires a different forum.

15. Changes to these Terms

We may update these Terms from time to time. If we make material changes, we will provide notice by email or through the platform at least **30 days** before the updated Terms take effect. Your continued use of Veinera after the effective date means you accept the updated Terms. If you do not agree, you must stop using the platform before the changes take effect.

16. General terms

These Terms, together with the Privacy Policy, form the entire agreement between you and Veinera regarding your use of the platform and supersede all prior discussions or agreements relating to the same subject matter. If any provision is found unenforceable, the remaining provisions will remain in full effect.

Our failure to enforce any right or provision is not a waiver of that right or provision. You may not assign or transfer your rights or obligations under these Terms without our prior written consent. Neither party is liable for failure or delay caused by events beyond its reasonable control.

17. Contact

Email: legal@veinera.com

Platform: app.veinera.com

Operator: CV Veinova, Jakarta, Indonesia