

Privacy Policy

of SCAYLE Payments GmbH, Domstraße 10, 20095 Hamburg

In the following Privacy Policy, we inform you about the processing of personal data carried out by SCAYLE Payments GmbH, Domstraße 10, 20095 ("**SPAY**" and/or "**Controller**") in accordance with the General Data Protection Regulation ("**GDPR**") and the Federal Data Protection Act ("**BDSG**"). Scayle Payments is an affiliate company of the ABOUT YOU Group.

This Privacy Policy applies to all payment processing services provided by SPAY in connection with your use of the websites and mobile applications of the ABOUT YOU SE & Co. KG ("**ABOUT YOU**"), specifically the **ABOUT YOU Marketplace** and the **ABOUT YOU Outlet** (collectively referred to as "**ABOUT YOU Platforms**").

Please read our Privacy Policy carefully. If you have any questions or comments about our Privacy Policy, please contact us at dataprotectionofficer@aboutyou.com!

This Privacy Policy does not apply to the general operation of the ABOUT YOU Platforms or other services provided by ABOUT YOU.

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1. Name and Contact Details of the Controller and the Data Protection Officer

SCAYLE Payments GmbH,
Domstraße 10, 20095 Hamburg
Email: customerservice@aboutyou.de

as the **Controller**, legally represented by Managing Directors Thomas Kremser and Martin Lemberg.

You can contact the **Data Protection Officer** of the Controller at

attn. Sebastian Herting - Datenschutzkanzlei
Domstrasse 10
20095 Hamburg Germany
E-mail: dataprotectionofficer@aboutyou.com

2. Purposes of Data Processing and Legal Basis

All payment methods on ABOUT YOU Platforms are provided by SPAY. If a customer selects one of the payment methods provided by SPAY, the following data categories are transmitted to SPAY by ABOUT YOU (if applicable on behalf of a Merchant, insofar as the goods/products of a Merchant are concerned):

- First name and surname,
- Postal address,

- Date of birth,
- Gender,
- Type of goods / service,
- Value of goods,
- Order channel,
- Telephone number,
- Selected payment method and payment information (bank, account number, payment amount, credit card number, CVC codes, expiry date, etc.),
- Email address,
- Country code,
- Date of account creation and last modification,
- Account number,
- IP address,
- Date of the first interaction between the customer and ABOUT YOU/Merchant (as seller),
- Number of payments on ABOUT YOU,
- Date of last purchase,
- Device Fingerprint (ID, token, type),
- Browser language.

SPAY processes this personal data for the purposes listed in Sections 2.1 and 2.2.

2.1. SPAY Risk Assessment/Credit Check regarding the Payment Method

SPAY is authorized to carry out a so-called risk assessment via the payment service providers used (see section 2.2) before granting the payment method selected by the customer. Depending on the selected payment method, the risk assessment may include a credit check and/or a check to prevent order fraud as well as a money laundering check/sanctions list screening.

SPAY and its payment service providers will only use your personal data for the purposes of risk assessment and credit checks. The personal data will not be merged with information from other merchants and/or used for the purposes of third parties.

2.1.1. Order Fraud Offences

The data you provide and which is generated in the course of placing and processing an order may be used by the payment service providers used by SPAY for the purpose of recognizing and preventing fraud. This data is used, for example, to check whether an atypical order process has taken place (e.g. simultaneous ordering of a large number of goods/products to the same address using different customer accounts).

The legal basis for processing the data for the purpose of fraud prevention is Art. 6 (1) f) GDPR. SPAY (as well as ABOUT YOU/the respective Merchant) has a legitimate interest in carrying out such a check in order to prevent damage to ABOUT YOU.

2.1.2. Credit Check

As part of the check as to whether an insecure payment method can be granted, the payment service providers used by SPAY are also authorized to obtain credit rating information about you and information about any likelihood of a fraudulent order from internal (and, if applicable, external credit agencies).

The legal basis for the processing of data for the purpose of fraud prevention is Art. 6 (1) f) GDPR. ABOUT YOU and Merchants who generally allow their customers to use insecure payment methods have a legitimate interest in protecting themselves as much as possible against the risk of payment defaults. This is done, among other things, by checking the customer's credit rating before granting the use of insecure payment methods.

2.1.3. Money Laundering Check/Sanctions List Screening

Furthermore, we are obliged to compare your data with personal sanctions-lists/embargos (in particular financial sanctions against listed persons) in order to ensure that no economic resources or financial means are made available to the listed persons and to ensure compliance with foreign trade law, as well as to carry out a money laundering check if necessary.

This processing also takes place with regard to Merchants, insofar as their data is considered personal data.

In this respect, the legal basis for processing data for the purpose of fraud prevention is Art. 6 (1) c) GDPR.

2.2. SPAY Payments - Execution of Payments

On ABOUT YOU Platforms payment methods (e.g. credit card, purchase on account) are offered by SPAY via our payment service providers Adyen, PayPal and Klarna.

The specific payment methods (e.g., credit card, purchase on account) and payment service providers (e.g., Adyen, PayPal, Klarna) available to you depend on the country from which you access the ABOUT YOU Platforms and are displayed to you during the checkout process. Consequently, the following provisions regarding specific payment methods and providers apply only to the extent that they are actually available in your respective country and are selected by you for the processing of your payment.

2.2.1. PayPal

When paying via PayPal, your payment data will be forwarded to PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg ("PayPal") as part of the payment process. The legal basis for the transfer and processing is the fulfilment of the contract, Art. 6 (1) b) GDPR.

PayPal reserves the right to carry out a credit check for the payment methods credit card via PayPal, direct debit via PayPal or - if offered - "purchase on account" via PayPal. PayPal uses the result of the credit check with regard to the statistical probability of payment default for the purpose of deciding on the provision of the respective payment method. The credit check may contain probability values (so-called score values). Insofar as score values are included in the result of the credit report, these are based on a scientifically recognised mathematical-statistical procedure. Address data, among other things, is included in the calculation of the score values.

Further information on data protection and privacy, including information on the credit agencies used, can be found in the [Privacy Policy](#) of PayPal. PayPal acts as the Controller within the meaning of the GDPR.

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2.2.2. Klarna

In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden ("**Klarna**"), we offer the following payment options. The legal basis for the transfer and processing of your data to Klarna is the execution of the contract, Art. 6 (1) b) GDPR.

Payment is always made to Klarna:

- Invoice ("Pay Later"): The payment period is 30 days from dispatch of the goods/ticket/ or, in the case of other services, the provision of the service. The complete invoice terms for the countries in which this payment method is (will be) available [can be found here](#).
- Debit/instant bank transfer ("Pay now"): Your account will be debited immediately after placing the order.
- Purchase by instalments ("Installments"): This service allows you to pay for your purchase in monthly instalments. In order to offer you this payment method from Klarna, we may transfer your personal data to Klarna in the form of contact and order details and, if applicable, your telephone number.

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The use of the payment methods requires a positive credit check. If you choose a Klarna payment option, we will forward your data to Klarna for the purpose of address and credit checks as part of the purchase initiation and processing of the purchase contract. Please understand that we can only offer you those payment methods that are permitted based on the results of the credit check. Further information and Klarna's terms of use can be found [here](#).

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Your personal data will be processed by Klarna in accordance with the applicable data protection regulations and in accordance with the information in Klarna's [Privacy Policy](#). Klarna acts as the Controller within the meaning of data protection law (GDPR).

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2.2.3. Adyen

In cooperation with Adyen N.V. Simon Carmiggelstraat 6-50, 1011 DJ Amsterdam, The Netherlands ("**Adyen**"), SPAY offers the following (country specific) payment options. The legal basis for the transfer and processing of your data with regard to Adyen is the execution of the contract, Art. 6 (1) b) GDPR.

Payment is made to Adyen in each case:

- Credit card: Adyen is a payment provider that enables secure online credit card payments. By integrating Adyen, ABOUT YOU customers can shop conveniently and securely with their credit card. Adyen ensures reliable payment processing and offers various security mechanisms to protect against fraud. The credit card brands available

may vary from country to country. In some cases, Scayle Payments also offers country-specific credit card providers via Adyen.

- **GooglePay:** GooglePay is a digital wallet that enables users to make contactless and secure payments with their smartphone. GooglePay uses encryption technologies to protect users' payment information.
- **ApplePay:** ApplePay is a mobile payment option and digital wallet developed by Apple that enables users to make contactless and secure payments with their iPhone. The integration of Apple Pay at ABOUT YOU enables customers to complete their purchases quickly and easily by storing their payment information in the Apple Wallet and confirming the transaction with Face ID, Touch ID or a device code.

The use of the payment methods requires a positive credit check. If you choose a payment option from Adyen, we will forward your data to Adyen for the purpose of address and credit checks as part of the purchase initiation and processing of the purchase contract. This is done by Adyen as a Processor. Please understand that we can only offer you those payment methods that are permitted based on the results of the credit check.

Your personal data will be processed by Adyen in accordance with the applicable data protection regulations and in accordance with the information in Adyen's [Privacy Policy](#) will be treated. Adyen acts (with the exception of the paragraph above) as Controller within the meaning of data protection law (GDPR).

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2.2.4. Payment upon delivery („Cash On Delievery“)

When paying by cash on delivery, your delivery and payment details will be passed on to our shipping partners after receipt and acceptance of your payment.

When choosing the 'cash on delivery' payment method, a fee equal to the actual processing costs will be charged. The amount of the fee will be displayed in the shopping cart before the order process is completed (please also see Terms and Conditions of the respective ABOUT YOU Platform).

The legal basis for data processing in this case is Art. 6 para. 1 lit. b) GDPR. Information on how long we store this data (for the purpose of contract processing) can be found in section 3.2.1 (Data processing after conclusion of contract).

We may cover the cost of the fee as a gesture of goodwill. Whether we do so depends on your previous behaviour, in particular how often/at what intervals you have placed orders with us, to what extent you have exercised your right of withdrawal/return, and whether the goods you returned were damaged or whether manual return processes remained open, i.e. whether the returned goods did not reach us after being sent back. On this basis, a specific value will be generated, which we can use as the basis for the payment of the costs. The legal basis for this further processing is Art. 6 para. 1 lit. f) GDPR. We have a legitimate interest in granting additional benefits to customers who have shown us special behaviour in the form of returning fewer undamaged goods, as well as those who are demonstrably particularly valuable to us. We would like to encourage these customers to continue shopping with us in the future. The specific value generated is updated regularly. Outdated values are deleted after 12 months.

The (current) value specified is stored by us for as long as you have a customer account with us.

3. No obligation to provide Data

In principle, you are not obliged to provide us with your Personal Data. However, the use of certain areas of our Marketplace may require the provision of Personal Data, in particular the purchase of goods/products. If you do not wish to provide us with the data required for this, you will unfortunately not be able to use the relevant areas of the Marketplace.

4. Recipients of personal data

4.1. Transmission of Data to Third Parties

We will only disclose your data to third parties outside SPAY if this is legally permissible (e.g. because we or the third party have a legitimate interest in passing it on, we are legally obliged to pass it on or on the basis of your consent).

In addition to the third parties mentioned in Section 2, we may disclose Personal Data to a third party in particular if

- if we are obliged to do so due to legal requirements or by enforceable official or court order in an individual cases (*vis-à-vis* public authorities);
- in connection with legal disputes (with courts or our lawyers) or tax audits (with auditors);
- when we work together with tax consultants;
- in connection with possible criminal offences to the competent investigating authorities;
- in the event of sale of the business (to the acquirer).

Insofar as we disclose your data to third parties on the basis of your consent, the explanation can also be provided when consent is obtained.

4.2. Disclosure to Processors

When processing your data, we use so-called Processors in some areas. A Processor is a natural or legal person who processes Personal Data on our behalf and on the basis of our instructions, whereby we remain responsible for the data processing. Processors do not use the data for their own purposes, but carry out the data processing exclusively for the Controller.

5. Storage period and data erasure

SPAY only stores Personal Data for as long as is necessary for the purposes stated in this Privacy Policy, in particular to fulfil our contractual and legal obligations. We may also store your Personal Data for other purposes if and as long as further storage is legally permitted for certain purposes.

If you close your customer account/user account, we will delete all stored personal information in connection with payments. If complete deletion is not possible or not required for legal reasons, we will block this information. Blocking takes place, for example, if retention obligations under commercial or tax law apply, for example from the Commercial Code (HGB) and The Fiscal Code of Germany (AO). We are obliged to retain this information for up to eight years for tax audits and business audits. Even if no statutory retention obligation applies, we may refrain from immediate deletion in certain cases permitted by law. This applies, for example, if the information in question may still be required for further contract processing or for legal prosecution or legal defense (e.g. in the event of complaints). The relevant criterion for the duration of the blocking is then the respective statutory limitation periods, after the expiry of which we then delete the information. As a rule, the limitation periods end 3 years after the end of the year in which you made a purchase via the respective ABOUT YOU Platform.

6. Recipients outside the EEA

We also pass on Personal Data to third parties or Processors based in countries outside the European Economic Area ("**EEA**"). In this case, we ensure that the recipient either has an adequate level of data protection or that we have your explicit consent before transferring the data.

An adequate level of data protection exists, for example, if the European Commission has adopted a so-called Adequacy Decision for the respective country (Art. 45 GDPR). For the USA, the European Commission has decided that an adequate level of data protection exists there if the data recipient participates in the EU-U.S. Data Privacy Framework (DPF) and has a current certification for this. If the recipients of your Personal Data are located in the USA and participate in the DPF, we therefore rely on this Adequacy Decision (Art. 45 GDPR).

Alternatively, we ensure an adequate level of data protection by agreeing the so-called EU Standard Contractual Clauses of the European Commission with recipients (Art. 46 GDPR). In this case, we carry out transfer impact assessments and agree additional protective measures with the recipient or implement them where necessary. Specifically, we agree Module 1 of the EU Standard Contractual Clauses with recipients who are (independent) Controllers and Module 2 of the EU Standard Contractual Clauses with recipients who act as our Processors.

You can obtain a copy of the specifically agreed regulations for ensuring an appropriate level of data protection from us. To do so, please contact dataprotectionofficer@aboutyou.com or the contact information mentioned in Section 1.

7. Your rights

7.1. Overview

In addition to the right to revoke your consent given to us - insofar as such consent has been given - you are entitled to the following further rights if the respective legal requirements are met:

- the Right of **access** about your personal data stored by us (Art. 15 GDPR), in particular you can request information about the processing purposes, the categories of personal data, the categories of recipients to whom your data has been or will be disclosed, the planned storage period, the origin of your data if it has not been collected directly from you;
- the Right to **rectification** of inaccurate or **completion** of incomplete data (Art. 16 GDPR),
- the Right to **erasure** of your data stored by us (Art. 17 GDPR), provided that the applicable requirements are met and, in particular, no legal or contractual retention periods or other legal obligations or rights to further storage are to be observed by us,
- the Right to **restrict the processing** of your data (Art. 18 GDPR) if the accuracy of the data is contested by you (for a period enabling us to verify the accuracy of the personal data); the processing is unlawful but you oppose the erasure of the data; we no longer need the data but you require it for the establishment, exercise or defence of legal claims or you have objected to processing pursuant to Art. 21 GDPR (pending the verification whether our legitimate grounds override yours),
- the Right to **data portability** pursuant to Art. 20 GDPR, i.e. the right, in the case of processing based on your consent (Art. 6 (1) a) GDPR) or for the performance of a contract (Art. 6 (1) b) GDPR), which is carried out using automated procedures, to receive data stored by us about you in a common, machine-readable format, or to request the transfer to another Controller (the latter, insofar as this is technically feasible).

You can exercise the aforementioned rights to which you are entitled at dataprotectionofficer@aboutyou.com to assert the aforementioned rights.

You also have the right to **lodge a complaint with a supervisory authority**. In particular, you can contact the supervisory authority of your usual place of residence or workplace or our company headquarters.

If you purchase goods from Merchants via the respective ABOUT YOU Platform, the aforementioned rights apply to the Merchants accordingly. If you wish to assert the aforementioned rights against the Merchants, simply contact the respective Merchants directly.

7.2. Right of Objection

You have the right to object to the processing of your personal data for advertising purposes at any time ("**advertising objection**").

In addition, you have the right to object to data processing for reasons arising from your particular situation on the basis of Art. 6 (1) f) GDPR. We will then stop processing your data unless we can - in accordance with the legal requirements - demonstrate compelling legitimate grounds for further processing that outweigh your rights, or the processing serves the assertion, exercise or defense of legal claims.

You can exercise your right of objection under dataprotectionofficer@aboutyou.com.

7.3. Right of Withdrawal

Insofar as we process data on the basis of your consent, you have the right to withdraw your consent at any time. Your revocation does not affect the legality of the data processing carried out on the basis of the consent(s) until the revocation.

You can generally exercise your right to object under dataprotectionofficer@aboutyou.com.

Last updated on [to be inserted: **June 2025 / DATE** of last amendment]