Easy AI Act Image Labels

AS OF 23 OCTOBER 2026

FOR AGENCIES AND STORE OPERATORS

Answers for security questionnaires

These answers can be used in vendor and security questionnaires. They cover the Shopify app Easy AI Act Image Labels (sections A to M), the free tools on easyaiactlabels.com (section N) and the partner programme (section O). Status: 1 October 2026. Every answer is based on the published texts, which prevail if anything differs: privacy policy (last updated 1 October 2026) https://easyaiactlabels.com/en/privacy/, terms of use with the data processing annex (last updated 1 October 2026) https://easyaiactlabels.com/en/terms/, trust page https://easyaiactlabels.com/en/trust/, support page https://easyaiactlabels.com/en/support/, EasyAIActLabelsBot page https://easyaiactlabels.com/en/bot/, partner terms https://easyaiactlabels.com/en/partner-terms/, legal notice https://easyaiactlabels.com/en/legal-notice/. The English texts are courtesy translations; the German versions are binding. The “Source” column names the section. I answer questions not covered here at support@easyaiactlabels.com, and questions about the partner programme at partners@easyaiactlabels.com.

A. Provider and contact

QUESTION	ANSWER	SOURCE
Legal entity, registered office, register details	lakör GmbH & Co. KG, Am Kreuzgraben 5, 18146 Rostock, Germany; commercial register HRA 4787, Amtsgericht Rostock (Local Court of Rostock); represented by its general partner lakör Management GmbH, Am Kreuzgraben 5, 18146 Rostock, Amtsgericht Rostock HRB 15284, itself represented by its managing directors Frank Melz and Steffi Wulf; VAT identification number DE341736743; phone +49 381 768 731 24; full details in the legal notice: https://easyaiactlabels.com/en/legal-notice/	Legal notice
Security and privacy contact	support@easyaiactlabels.com; machine-readable at https://easyaiactlabels.com/.well-known/security.txt (RFC 9116)	Trust page, “How do you report a security vulnerability to me?”
Partner programme contact	partners@easyaiactlabels.com, for questions about the partner programme and partners' data	Privacy policy, “Partner programme”
Response time	In the in-app support chat an AI service answers right away (section L). If the chat hands over to a person or the request comes by e-mail, the reply usually comes on the same business day, Monday to Friday; no fixed response time is promised. Questions about the trust page: usually the same business day, at the latest within two business days. Data subject requests: within 14 days, by law within one month at the latest. Security reports: section I	Support page; terms of use section 4(8); trust page, closing line; privacy policy, “Your rights”
Data protection officer	Not appointed. Data protection requests go to support@easyaiactlabels.com	Privacy policy, header (controller, contact)
Supervisory authority	Landesbeauftragter für Datenschutz und Informationsfreiheit Mecklenburg-Vorpommern (State Commissioner for Data Protection and Freedom of Information of Mecklenburg-Western Pomerania), Schwerin, Germany	Privacy policy, “Your rights”

B. Data access and permissions (scopes)

QUESTION	ANSWER	SOURCE
Which Shopify permissions does the app request?	Four read-only permissions: `read_products`, `read_files`, `read_themes`, `read_locales`; no optional scopes	Trust page, permissions table; privacy policy, "What I read in your store"
What for?	`read_products`: product titles and image-to-product assignment. `read_files`: file inventory, file names, upload dates, image dimensions, image URLs and the usage index; from each original file only the first 512 kilobytes to read the metadata blocks (C2PA, IPTC, XMP). `read_themes`: theme settings files (label on or off, images in theme sections). `read_locales`: store languages, so that the label can appear in the customer's language in the dynamic language mode (Pro and Unlimited plans)	Trust page, permissions table; privacy policy, "What I read in your store"; terms of use section 4(3)
Write access	No write access to products, files, themes or translations. The app writes only two app-owned metafields (`ai_badge.enabled`, `ai_badge.config`: on/off switch and list of confirmed images). A blocklist in the code prevents any other change; an automated check before every release enforces it	Trust page; privacy policy, "What I write in your store"
Access to customer, order, payment data	No. No customers, orders, payments, addresses or analytics; no permission for any of them. Payment data is processed solely by the Shopify entity; the app only receives the status and ID of the subscription	Trust page; privacy policy, "What I do not read" and "Where your data is located"
Are images stored?	No. Only the first 512 kilobytes of each original file are loaded, the metadata blocks read and the image data discarded immediately; processing in memory only	Trust page, FAQ and "How is the data protected technically?"
Store visitor data	The label in the storefront loads nothing from the app's servers, sets no cookies, uses no local storage and does not measure reach; Shopify delivers all of the label's files. The app does not learn who visits the store, so the merchant does not need to name it as a recipient of visitor data in their own privacy policy	Trust page; privacy policy, "Who this policy applies to" no. 3
Webhooks	product updates (`products/update`; content not read, only triggers a check run), theme publications, `shop/redact` deletion request; every webhook is verified by HMAC before processing	Privacy policy, "What I store on my side" (webhooks paragraph); trust page, "How is the data protected technically?"
Access by support staff	Only with the merchant's explicit consent in the support chat. Read access: read-only through the existing access token to products, files and theme settings for 7 days, revocable in the chat at any time, no new permissions; even with read access the support team never writes to the theme. Theme fixes only through collaborator access that the merchant approves in Shopify and can revoke there at any time; only the themes permission is requested and any work is agreed in advance. The collaborator request code entered for this is stored encrypted and deleted once the request has been submitted, on withdrawal or after 14 days at the latest. A password is never needed	Privacy policy, "Support chat in the app"; terms of use section 6(6)

C. Stored data and retention

DATA	RETENTION	SOURCE
Store domain, settings, interface language, scan result per image (file name, URL, dimensions, location, provenance data found, decision), inventory list of image files without image data, run history, automation setting, plan status, review prompt record	until deletion after uninstall	Trust page, storage table; privacy policy, "What I store on my side"

DATA	RETENTION	SOURCE
Shopify API access token, encrypted (AES-GCM)	until uninstall, then deleted immediately	Trust page
Storefront password (only if entered for the self-test)	until removed, at the latest until deletion after uninstall; never in the log, never in API responses, never passed on	Trust page
Log entries (event, store, truncated IP address, timestamp)	90 days	Trust page; privacy policy
Contact person of a support request (name; e-mail address only if provided)	with the request, 90 days after the last message; the details last used, as a suggestion for the next request, until deletion after uninstall	Privacy policy, table
Support conversations (messages, answers by the AI and by the support team, topic, status, language)	90 days after the last message, earlier if deleted in the chat, at the latest on uninstall	Trust page; privacy policy, table
Bug reports from the chat	180 days, at the latest until uninstall	Privacy policy, table
Read-access consent (time of consent and expiry)	7 days from consent or until withdrawn	Privacy policy, table
Collaborator request code	until the request is made, until withdrawn, 14 days at the latest; never in the log	Privacy policy, table
Counter of support messages per store and day (a single number)	2 days	Privacy policy, table
Debounce marker after a product change (store domain only, no product data)	15 minutes	Privacy policy, table
Store e-mail address (only for notices about the plan, no marketing)	until deletion after uninstall	Privacy policy, table
Full list with purposes	privacy policy, section “What I store on my side”	https://easyaiactlabels.com/en/privacy/

D. Storage locations and transfers

QUESTION	ANSWER	SOURCE
Hosting	Cloudflare, Inc. (San Francisco, USA), data processor under a contract pursuant to Art. 28 GDPR	Trust page, “Where does the data live?”; privacy policy, “Where your data is located”
Where is the data?	The database (Cloudflare Workers KV) stores data in data centres in the EU and the US and briefly holds copies at Cloudflare locations worldwide	Trust page; privacy policy, “Where your data is located”
EU only?	No. Cloudflare does not offer a restriction to EU locations for Workers KV (Cloudflare documentation, accessed 14 September 2026), so none is claimed	Trust page, FAQ and “What do I expressly not promise?”

QUESTION	ANSWER	SOURCE
Basis for US transfers	Cloudflare's listing under the EU-US Data Privacy Framework and, in addition, EU Standard Contractual Clauses	Trust page; privacy policy, “Where your data is located”
Other recipients in the US	Anthropic (support chat only), Slack and Resend; data, location and basis per recipient in section E	Terms of use, annex section 7

E. Sub-processors

COMPANY	SERVICE, DATA	LOCATION	BASIS	SOURCE
Cloudflare, Inc. (San Francisco, USA)	app hosting (Workers, KV, Queues, Durable Objects)	EU and US, edge worldwide	EU-US Data Privacy Framework (Art. 45 GDPR), EU Standard Contractual Clauses (Art. 46 GDPR)	Terms of use, annex section 7
Slack Technologies, LLC (Salesforce; San Francisco, USA)	internal operational alerts (store domain, short event text); support handovers in a private channel (store domain, name and, if given, e-mail address of the contact person, message text or excerpt, technical app state, collaborator request code only with consent); never images, never tokens	US	EU-US Data Privacy Framework (Art. 45 GDPR)	Terms of use, annex section 7; privacy policy, “Where your data is located”
Anthropic, PBC (San Francisco, USA; EU contracting entity Anthropic Ireland Limited, Dublin)	support chat only: message text, request history, first name of the contact person for the greeting, technical app state; never store domain, e-mail address, access tokens, storefront password, file names, image URLs or images; no use for training	US	EU Standard Contractual Clauses (Art. 46 GDPR) as part of Anthropic's Data Processing Addendum	Terms of use, annex section 7; privacy policy, “Support chat in the app”
Plus Five Five, Inc. (Resend; San Francisco, USA)	plan notices by e-mail only, when a development store becomes a paid store: store e-mail address, subject, text; no marketing; deleted after 30 days, backups after a further 7 days	US (sent via servers in Ireland; recipient, subject, text and delivery logs are stored in the US)	EU-US Data Privacy Framework (Art. 45 GDPR), in addition EU Standard Contractual Clauses (Art. 46 GDPR)	Terms of use, annex section 7; privacy policy, “Where your data is located”
Shopify	source of the data, bills the plan; the app sees no payment data, only subscription status and ID	per the merchant's Shopify agreement	the merchant's agreement with Shopify	Trust page
Changes	new or changed sub-processors are announced at least 30 days in advance in the app and in text form; objection within 14 days for an important data protection reason, termination by uninstalling if no agreement is reached	-	-	Terms of use, annex section 7

F. Deletion and return

QUESTION	ANSWER	SOURCE
After uninstall	(1) Shopify invalidates the access token immediately; the app deletes it at the same time. (2) 48 hours later Shopify sends `shop/redact`; all of the store's data is then deleted. (3) No later than 30 days after uninstall everything is gone, even without a deletion request; a daily clean-up job checks this	Trust page, "What happens when I am uninstalled?"
Exceptions	Log entries expire after 90 days, even if the app is uninstalled earlier. Support conversations, bug reports, the collaborator request code and daily counters expire after their periods even without an uninstall (90 days, 180 days, 14 days, 2 days); after an uninstall they are deleted with the deletion command, that is after 48 hours. Deletion applies unless a statutory retention obligation exists	Trust page; privacy policy, "How long I store data"; terms of use, annex section 9
Return of data	none, because the original data remains in the store	Terms of use, annex section 9
Images, products, theme after uninstall	remain unchanged; only the label disappears	Trust page; terms of use section 11(2)

G. Encryption and access control

QUESTION	ANSWER	SOURCE
In transit	TLS for all connections	Terms of use, annex section 6
At rest	access tokens AES-GCM encrypted, key only in the app's runtime environment; collaborator request code stored encrypted. There is no published statement on encryption of the other stored data	Trust page; terms of use, annex section 6; privacy policy, table
Secrets	only as encrypted platform secrets, never in the source code	Terms of use, annex section 6; trust page
Request authentication	every request is verified against a Shopify-signed session token, every webhook by HMAC	Trust page
Access to production data	only via personal accounts at the hosting provider with two-factor authentication	Terms of use, annex section 6
Staff confidentiality	everyone involved in the processing is bound to confidentiality	Terms of use, annex section 5
Logging	security-relevant events for 90 days with truncated IP address (last octet or second half)	Terms of use, annex section 6; privacy policy
Change control for write access	write access to the store is restricted in the code to a reviewed list; an automated check before every release enforces it	Trust page; terms of use, annex section 6

H. Security incidents

QUESTION	ANSWER	SOURCE
Contact	support@easyaiactlabels.com; https://easyaiactlabels.com/.well-known/security.txt	Trust page
Process	contain (revoke and rotate tokens and secrets, switch off the affected component), determine the scope from the 90-day log, inform Shopify within 24 hours via Partner Support, inform the merchant, supervisory authority, follow-up report	Trust page, "What do I do in a security incident?"

QUESTION	ANSWER	SOURCE
Notice to the merchant	without undue delay, at the latest 48 hours after becoming aware, to the store e-mail address in the Shopify admin	Trust page; terms of use, annex section 8
Supervisory authority	within 72 hours where Art. 33 GDPR requires it	Trust page
Follow-up report	cause, remedy and date are published on the trust page afterwards	Trust page

I. Vulnerability reporting

QUESTION	ANSWER	SOURCE
Channel	support@easyaiactlabels.com; https://easyaiactlabels.com/.well-known/security.txt; covers the app, its interfaces and the website	Trust page
Response	confirmation of receipt and first assessment within 48 hours	Trust page
Fix times	critical within 30 days, high within 45 days; if the fix depends on Shopify or a service provider, the status is shared	Trust page
Safe harbour	anyone who reports in good faith, does not exploit the vulnerability, does not copy or alter third-party data, does not disrupt any service and allows time to fix it faces no legal action; test only against your own development store	Trust page
Out of scope	Shopify, Cloudflare, Anthropic, Resend and Slack (each has its own reporting channel), denial-of-service attacks, social engineering	Trust page
Bounty	none (as of 16 September 2026); on request, credit by name once the fix is live	Trust page

J. Audits, certifications, penetration test

QUESTION	ANSWER	SOURCE
Own certification (SOC 2, ISO 27001 or similar)	No. No certification of its own, no security audit of its own	Trust page, FAQ and “What do I expressly not promise?”
Hosting provider	Cloudflare lists for its platform, according to its own documentation (Cloudflare Trust Hub, GDPR page, accessed 14 September 2026), SOC 2 Type II, ISO 27001, 27701 and 27018, C5:2020, PCI DSS and the EU Cloud Code of Conduct. These belong to the hosting provider, not to the app	Trust page, “Where does the data live?”
Penetration test	None so far; the app has not undergone a security audit of its own	Trust page, “What do I expressly not promise?”
Legal review of the texts	The texts have not been reviewed by a lawyer and carry no such note	Trust page, “Which version of the legal texts applies?”
Cyber insurance	There is no published statement on this; please ask at support@easyaiactlabels.-com	-

K. Data processing agreement

QUESTION	ANSWER	SOURCE
Is there a DPA?	Yes. The agreement under Art. 28 GDPR is an annex to the terms of use and takes effect with the installation; nothing separate to sign. It applies for the duration of the installation; uninstalling ends it	Trust page; terms of use section 3(2) and annex section 1
Types of data and data subjects	store domain, access token, file names, image URLs, image dimensions, metadata from image files (possibly including names of photographers, authors or signers), product titles, the merchant's decisions, log data with truncated IP address; for the support chat additionally the name and, if given, e-mail address of the contact person, message texts, technical app state and, only with consent, the collaborator request code. Data subjects: the merchant and their staff as users of the app, persons whose names appear in image metadata; no customers of the store, no store visitors	Terms of use, annex section 3
Roles	processor for image metadata and product data evaluated on the merchant's behalf; controller for contract data (store domain as contract identifier, logs)	Privacy policy, “Legal bases”; terms of use, annex section 3
Instructions	processing only on documented instructions: the terms of use, the DPA and the merchant's use of the app (booking a plan, starting a scan, confirming images, changing settings, uninstalling); an instruction considered unlawful is reported without undue delay	Terms of use, annex section 4
Technical and organisational measures	annex to the terms of use, section 6 (see section G)	Terms of use, annex section 6
Assistance to the merchant	with the information available in the app, for data subject requests for access, rectification and erasure and for the obligations under Art. 32 to 36 GDPR; breach notification see section H	Terms of use, annex section 8
Audit rights	information on request; on-site audits after notice with reasonable lead time during usual business hours; alternatively current audit reports or certifications of the sub-processors	Terms of use, annex section 10

L. Use of AI

QUESTION	ANSWER	SOURCE
Does the image check use AI?	No. The app is not an AI system; the check is a deterministic evaluation of file metadata. The AI image checker on the website also reads your own images with fixed rules; an AI detector is not in operation (section N)	Terms of use section 4(6)
Where is an AI service used?	Only in the in-app support chat: first answers are generated by an AI service (Anthropic) from knowledge about the app and the technical state of the installation. The chat is voluntary; support remains available by e-mail at support@easyaiactlabels.com	Terms of use section 4(8); privacy policy, “Support chat in the app”
Which data goes to the AI service?	message text, the history of that one request, the contact person's first name for the greeting and a technical summary of the app state (label location, corner and size settings, counters of the last scan, theme name and version, state of the app embed and the self-test, plan status); never store domain, e-mail address, access tokens, storefront password, file names, image URLs or images	Privacy policy, “Support chat in the app”; terms of use, annex section 7

QUESTION	ANSWER	SOURCE
Provider, role, basis	Anthropic, PBC (San Francisco, USA; EU contracting entity Anthropic Ireland Limited, Dublin) as processor under a Data Processing Addendum pursuant to Art. 28 GDPR; processing in the US, transfer based on the EU Standard Contractual Clauses (Art. 46 GDPR) in the addendum. Legal basis towards the merchant: performance of the usage agreement, Art. 6(1)(b) GDPR	Privacy policy, “Where your data is located” and “Legal bases”
Training	Anthropic does not train on the data	Trust page; privacy policy
Retention at the AI provider	according to Anthropic only briefly for abuse detection; a zero data retention agreement is not in place as of 16 September 2026	Trust page
Retention of chat data by the provider of the app	conversations 90 days after the last message (earlier if deleted in the chat), bug reports 180 days, daily counters 2 days; deleted immediately on uninstall	Privacy policy, “Support chat in the app”
What are the AI answers?	general information and implementation help, not legal advice and no assurance; checking their own obligations remains the merchant's responsibility. The chat never asks for passwords or credentials	Terms of use section 4(8); privacy policy, “Support chat in the app”
Handover to a person	if the AI cannot help, the merchant reports a bug or asks for a person, the request goes to the support team via a private Slack channel (data see section E); its answers appear in the chat	Privacy policy, “Support chat in the app”
Without AI	without the Anthropic connection (for example during an outage) the chat works as a form: the message goes directly to the support team, without an AI answer	Trust page; privacy policy, “Support chat in the app”

M. Availability and operations

QUESTION	ANSWER	SOURCE
SLA	None. The provider strives for uninterrupted operation but does not owe a particular availability	Terms of use section 8(1)
Outage	labels already set stay in the store; new checks and changes are not possible meanwhile	Terms of use section 8(2)
Support during disruptions	the chat may be switched off temporarily in case of abuse, disruptions or for technical reasons; the e-mail address remains available	Terms of use section 4(8); trust page, “What do I do in a security incident?”
Changes to the app	further development as far as reasonable for the merchant and as long as the purpose of the agreement is preserved; material feature changes are announced in the app	Terms of use section 8(3)
Changes to the terms	non-material changes are announced at least four weeks in advance in the app and in text form, objection within four weeks; material changes (for example price increases, term, nature of the service) only take effect with express consent	Terms of use section 12
Discontinuation	for all users with three months' notice in the app and in text form to the store e-mail address; prepaid periods beyond that date are refunded pro rata	Terms of use section 8(4)

QUESTION	ANSWER	SOURCE
Backups, recovery, continuity plan	There is no published statement on this. The app does not change image files, products or themes; backing up the store data is the merchant's responsibility	Terms of use section 6(5)

N. Free tools on easyaiactlabels.com (separate from the app)

QUESTION	ANSWER	SOURCE
AI image checker, own images (https://easyaiactlabels.com/en/ai-image-checker/)	images are read in the browser on the user's device and transferred neither to the provider nor to third parties; the PDF report is also created on the device	Privacy policy, “AI image checker: checking images”
AI image checker, store check	EasyAIActLabelsBot reads public information of the store entered (robots.txt, product and collection lists, home page, up to 3 product pages, the first 512 KB of up to 30 product images). Only numbers and the addresses of up to 30 checked images on cdn.shopify.com are stored, for 10 minutes, not the images. The browser loads the preview images directly from cdn.shopify.com; Shopify receives the IP address but not the address of the page. The IP address is only used to limit requests per minute and does not appear in any log; the logs (store domain, result, duration) are deleted after 7 days	Privacy policy, “AI image checker: checking a store”; bot page
Store report for owners	only after confirmation: the confirmation link (valid for 24 hours) goes to an address at the store's domain or to a contact address published in the store, which is shown only masked and not stored. Only whoever operates the store, or has been commissioned by its operator, may request a report. Up to 1,000 product images are read (the first 512 KB each); figures and up to 30 images in detail (file name, image address, product title, provenance data read) are stored for 7 days, can be deleted earlier and can only be reached through the link in the e-mail. The browser loads the images in the report directly from cdn.shopify.com. The e-mail address is deleted once the “report ready” e-mail has been sent; confirmation e-mails per store and day are counted for 2 days without addresses	Privacy policy, “AI image checker: confirming ownership and report”; terms of use, “Free tools” no. 2
AI Label Generator (https://easyaiactlabels.com/en/ai-label-generator/)	the image does not leave the device; it is only edited in the browser and not uploaded	AI Label Generator page
AI Act check (https://easyaiactlabels.com/en/ai-act-check/)	self-assessment from the user's own answers, not a check by the provider or third parties and not legal advice; the answers stay in the browser, no sign-up; the PDF summary is created in the browser	AI Act check page
Website e-mails	Resend (Plus Five Five, Inc., San Francisco, USA) as processor: sent via servers in Ireland; recipient, subject, content and delivery logs stored in the US, deleted after 30 days, backups after a further 7 days; EU-US Data Privacy Framework (adequacy decision of 10 July 2023) plus EU Standard Contractual Clauses; no tracking pixels, no rewritten links, open and click tracking switched off	Privacy policy, “Sending emails”
News by e-mail	only with consent (second box ticked when confirming ownership, given by clicking the confirmation link); unsubscribe via the link in each of these e-mails; afterwards the record of consent is only kept blocked, for at most 3 years	Privacy policy, “News on AI labelling (optional)”

QUESTION	ANSWER	SOURCE
Shopify AI Image Index	For statistics on AI labelling, EasyAIActLabelsBot reads, at most once per edition, public information from Shopify stores on a public list of popular websites (Tranco) with the country ending of an EU member state, .eu or .ch, to the same extent as the store check. The address list and individual results stay internal and are deleted after 15 months at the latest; objection by e-mail to the address in the legal notice or by blocking the bot in robots.txt. Only totals across at least 50 stores are published, never individual stores	Privacy policy, “Shopify AI Image Index”; bot page
Blocking EasyAIActLabelsBot	the bot follows robots.txt (RFC 9309, token `EasyAIActLabelsBot`); to block it for the whole store: `User-agent: EasyAIActLabelsBot` with `Disallow: /`. Without a group of its own for the bot, one exception applies: only when someone clicks “Confirm ownership” does it read Shopify's /policies/legal-notice and /policies/contact-information pages once each despite the general /policies/ block, without storing them. It never signs in and does not bypass browser checks	Bot page
Cookies, analytics	no cookies except the sign-in cookie in the partner area (section O) and the Google Analytics cookies, which are only set after consent in the notice; without consent no analytics that could recognise visitors; otherwise audience measured only as daily totals without cookies or IP addresses; no third-party fonts, third-party scripts (Google Analytics) only after consent. Cloudflare processes the connection data needed for delivery and to fend off attacks (IP address, time, requested page)	Privacy policy, “This website”
AI detector	not in operation (as of 1 October 2026)	Terms of use, “Free tools” no. 3 (“once offered”)
Availability and liability of the tools	voluntary, free offer with no claim to availability, may be changed at any time; unlimited liability for intent, gross negligence, injury to life, body or health and under the Product Liability Act, otherwise excluded	Terms of use, “Free tools” nos. 5 and 6

O. Partner programme

QUESTION	ANSWER	SOURCE
Scope, contact	applies to partners under the partner terms (as of 13 October 2026) and to applications under the earlier version (https://easyaiactlabels.com/en/partner-terms/); the controller is the provider named in the legal notice; contact partners@easyaiactlabels.com	Privacy policy, “Partner programme”
Which data is processed?	at sign-up: e-mail address, language, confirmation of acting as a business, version of the partner terms accepted, each with a timestamp; in the account at the latest from a balance of EUR 50: name, company, address with country, VAT status with VAT ID, tax number or tax or registration number, PayPal address; optional: where the partner advertises, for the community benefit the number and public link of one channel; also: partner code (and an earlier one if changed), attributed stores with month of first payment, rate and plan status per store, commission, self-billing invoices and payouts, date of the EUR 50 threshold with reminders, result of the VAT ID check, notes on spot checks, log of changes to payout and tax details; for applications under the earlier version also the details from the former form	Privacy policy, “Partner programme”

QUESTION	ANSWER	SOURCE
Purposes, legal bases	application, partnership, account, commission, self-billing invoices, payouts and the related e-mails: Art. 6(1)(b) GDPR. Issuing and keeping self-billing invoices, checking VAT IDs: Art. 6(1)(c) GDPR in conjunction with §§ 14, 14a and 14b of the German VAT Act (UStG) and § 147 of the German Fiscal Code (AO). Protection against abuse (limits per IP address without storing it), change log, internal notification, spot checks of advertising, block list of earlier codes, defence against claims: Art. 6(1)(f) GDPR. Account, code and link are created on sign-up without review; a human decides on the community benefit, spot checks and terminations; there is no automated decision within the meaning of Art. 22 GDPR	Privacy policy, "Partner programme"
Sign-in, cookie	sign-in link by e-mail, valid for 20 minutes and usable once; no password. Then the cookie "eal_p" for 30 days, only for the partner area, not readable by scripts, strictly necessary (§ 25(2) no. 2 TDDDG); only a check value (hash) of link and cookie is stored; the cookie is deleted on sign-out. The partner area sets no other cookies	Privacy policy, "Partner programme"
Attribution of installations	if a store installs the app through a partner link, Shopify reports the installation event with the store address and the partner identifier to the Google Analytics 4 of the app listing (Google Ireland Limited; processing also by Google LLC, USA, under the EU-US Data Privacy Framework). The reports are read daily; only the store address and the identifier are used, no other data of the store or its customers. Basis: Art. 6(1)(f) GDPR, for the partner also point (b). The plan status of attributed stores (Free, trial, paying, paused, uninstalled) comes from the bills and events reported by the Shopify Partner API; events of stores not yet attributed are kept for at most 14 days	Privacy policy, "Partner programme"; partner terms section 11(5)
Does the partner receive data about referred stores?	No. No store addresses, names, contact details, image or scan data; the account shows the number of stores per status and a list without addresses (number, month of first payment, rate, status), self-billing invoices only totals per month and rate. A partner only receives data about a store from its owner, for example if the owner forwards their report from the AI image checker	Partner terms section 11(1) and (2)
Recipients	Cloudflare (platform and database, processor); Resend (e-mails, sender partners@easyaiactlabels.com, processor); PayPal (Europe) S.à r.l. et Cie, S.C.A., Luxembourg (PayPal address, amount and invoice number per payout; separate controller); Slack (internal message on new sign-ups with partner number, domain of the e-mail address and language, on the first store with the places of advertising given voluntarily, on community details with number and link, without tax or payout details, monthly run messages with totals only; processor); European Commission (VIES, VAT ID check for partners based in another EU member state); tax advisers and tax authorities as far as accounting and tax law require	Privacy policy, "Partner programme"
Transfers to the US	Cloudflare, Resend and Slack also process data in the US; basis EU-US Data Privacy Framework (Art. 45 GDPR) and, where agreed, additionally EU Standard Contractual Clauses (Art. 46 GDPR)	Privacy policy, "Partner programme"
Retention	declined applications under the earlier version 6 months after the decision; accounts without an attributed store, without commission and without a login for 24 months are deleted (announced by e-mail 30 days before) ; sign-in links until used, at most 20 minutes; sessions 30 days or until sign-out; events of unattributed stores at most 14 days; after the partnership ends, details no longer needed (for example website, channels, message, places of advertising, community details) are deleted once the last self-billing invoice has been paid out or a balance below EUR 50 has lapsed and no run-off is running; self-billing invoices, payouts, underlying revenue data, required master data and the change log 8 years from the end of the calendar year of the invoice (§ 147(1) no. 4 and (3) AO, § 14b(1) UStG); Slack messages about sign-ups, applications and community details at most one year	Privacy policy, "Partner programme"
Rights	access, rectification, erasure, restriction, data portability, objection, complaint to a supervisory authority; partners change their name, address, tax, payout and community details in their account themselves	Privacy policy, "Partner programme" and "Your rights"