SHIRT CIRCLE

C2C marketplace for match-worn, signed and collectible football shirts

PRIVACY POLICY

Processing of personal data on the Shirt Circle platform (GDPR)

Controller	Shirt Circle VOF
Chamber of Commerce no.	42075122
Version	1.4 (English publication version)
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Governing language	Dutch (Nederlands); the Dutch version prevails in the event of interpretation issues
Change since 1.3	Processing in Auctions added: Bidders and Consignors (Article 2.1 and new 2.3), bid data and pseudonymous bid history (Articles 3.1(c) and 5.2), new category of Consignor data (Article 3.1(h)), new purposes in Article 4.1, new recipient in Article 5.1, Consignors and DAC7 (Article 8.5), automated decisions in Auctions (Article 12.1); Articles 3.1(d) and 10.2 supplemented; legal basis for the BSN corrected (Articles 4.1 and 8.4)

About this document

This is the English publication version of the Shirt Circle Privacy Policy. It describes which personal data we process, for what purpose, on what legal basis, and which rights data subjects have. In the event of any discrepancy or difference in interpretation between the English and Dutch versions, the Dutch version prevails. Version 1.4 adds the processing that takes place in Auctions, for Bidders, Buyers and Consignors, and corrects the legal basis for processing the citizen service number (BSN). This version applies from publication, because it only adds information and does not restrict the rights of Users. The entity details will be updated after the conversion of Shirt Circle VOF into a private limited company (B.V.).

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Article 1. Controller

1.1 Shirt Circle VOF (hereinafter: Shirt Circle, we or us) is the controller for the processing of personal data via the Shirt Circle platform, accessible via shirtcircle.eu and its associated applications.

1.2 Shirt Circle is registered with the Dutch Chamber of Commerce under number 42075122, with its registered office at Havenstraat 305, 1271 GD Huizen, and can be reached at info@shirtcircle.eu.

1.3 Following the intended conversion into a private limited company (B.V.), the legal successor will act as the controller, under updated registration details.

1.4 This Privacy Policy forms part of the Shirt Circle Terms and Conditions and describes which personal data we process, for what purpose, on what legal basis, and which rights data subjects have.

Article 2. To whom this policy applies

2.1 This policy applies to all visitors of the Platform, to Users who create an account, and in particular to Buyers and Sellers who conclude transactions via the Platform. It also applies to Bidders and Buyers in Auctions and to Consignors who give items to Shirt Circle for sale in an Auction.

2.2 In principle we do not process personal data of persons under 18 years of age; see Article 16.

2.3 The terms Auction, Lot, Bidder, Bid, Auction Purchase, Consignor and Consignment Agreement have the meaning given to them in the Auction Rules.

Article 3. Which personal data we process

3.1 Depending on the use of the Platform we process the following categories of personal data:

a) **Account and profile data:** name, username (handle), e-mail address, password (stored encrypted), and profile information added by the User.

b) **Address and shipping data:** name, address, postcode, city, country and telephone number, for the purposes of shipping and delivery.

c) **Transaction and content data:** Listings and Collection Items posted, bids, purchases, prices, Buyer's Premium, order status and invoicing data. Photographs and texts the User adds to a Listing or Collection Item are publicly displayed on the Platform. In an Auction, we also process for each Bid the amount, the time and the Bidder's Account, the acceptance of the Auction Rules (with version and time), the outcome of the Auction, the payment and any withdrawals and complaints. In the public bid history, a Bidder is shown only under a pseudonym.

d) **Payment and identification data:** data required for payout and identity verification via the Payment Service Provider (including, for Sellers, data for Stripe Connect verification). Full bank account and card details of Buyers and Sellers are processed by the Payment Service Provider and not stored by Shirt Circle. We process the bank account number of a Consignor ourselves (see (h)).

e) **Communication and dispute data:** messages between Users, correspondence with Shirt Circle, and evidence submitted in the context of disputes (such as photographs and video). When a User activates the translation function, the translated text is stored alongside the

original text (see Article 6). This applies both to chat messages and to the description of a Listing written by the Seller.

f) **Tax and reporting data:** for Sellers, the data that we are required to collect and report under DAC7, including the tax identification number (see Article 8).

g) **Technical and usage data:** IP address, device and browser data, log files, and data collected via cookies and similar technologies (see Article 11).

h) **Consignor data:** name, address, e-mail address, telephone number, bank account number (IBAN) and name of the account holder, the declaration on ownership and provenance of the consigned items, intake photographs, the Consignment Agreement, correspondence and settlements. These data are never displayed on the Platform.

3.2 In principle we do not collect special categories of personal data. If a User includes such data in a message, Listing, Collection Item or item of evidence, we advise against doing so.

Article 4. Purposes and legal bases

4.1 We process personal data solely for the purposes stated below and on the legal basis indicated under Article 6 GDPR (and, for the citizen service number, Article 46 of the Dutch GDPR Implementation Act (UAVG)).

Purpose of the processing	Legal basis (GDPR)	Retention
Creation and management of the account and access to the Platform	Performance of a contract (Art. 6(1)(b))	Up to 24 months after termination of the account
Conclusion and settlement of transactions, payment, payout and shipping	Performance of a contract (b)	See statutory tax retention below
Public display of Listings and Collection Items posted by the User on the Platform	Performance of a contract (b) — facilitating the publication and Collections feature chosen by the User	For as long as the Listing or Collection Item is published by the User; deleted upon removal by the User or upon termination of the Account
Participation in Auctions: registering Bids, displaying the pseudonymous bid history, recording the acceptance of the Auction Rules, and concluding and settling the Auction Purchase, including withdrawals and complaints	Performance of a contract (b)	Up to 2 years after the close of the Auction; for the Auction Purchase itself, statutory tax retention applies
Performance of the Consignment Agreement: intake, safekeeping, description, sale and payout to the Consignor	Performance of a contract (b)	Up to 2 years after the end of the Consignment Agreement; settlements: see statutory tax retention
Keeping tax and financial records and invoicing	Legal obligation (c)	7 years (Art. 52 AWR)
Records for the margin scheme in Auctions, including per Lot the purchase data of the Consignor and the settlement	Legal obligation (c)	7 years (Art. 52 AWR)
Reporting of Seller data to the tax authority under DAC7 (incl. tax identification number)	Legal obligation (Art. 6(1)(c); for the BSN in conjunction with Art. 46 UAVG)	Statutory retention period
Handling of reports, disputes, INR/SNAD and management of held funds	Performance of a contract (b) and legitimate interest (f)	Up to 2 years after settlement

Purpose of the processing	Legal basis (GDPR)	Retention
Fraud prevention, security, and enforcement of the Terms and the DSA	Legitimate interest (f) and legal obligation (c)	Up to 2 years, longer where necessary
Recording unpaid Auction Purchases and bid manipulation, and restricting or excluding Bidders in accordance with the Auction Rules and the Enforcement Policy	Legitimate interest (f): the fair conduct of Auctions	Up to 2 years after the last record
Customer service and communication	Performance of a contract (b) and legitimate interest (f)	Up to 2 years after last contact
Machine translation of a chat message or of the description of a Listing when a User activates the translation function (see Article 6)	Legitimate interest (f) — enabling the User to read a message addressed to him or her	As long as the original text remains unchanged. The translation of a description is automatically deleted as soon as the Seller edits the description or the Listing is removed.
Improving and securing the Platform and analytics	Legitimate interest (f)	Up to 14 months (aggregated data longer)
Sending newsletters and marketing	Consent (a) or legitimate interest for existing customers (f)	Until consent is withdrawn or objection is made

4.2 Where processing is based on consent, that consent may be withdrawn at any time, without prejudice to the lawfulness of the processing before its withdrawal.

Article 5. Recipients and processors

5.1 We only provide personal data to third parties to the extent necessary for the purposes stated above. We conclude data processing agreements with processors. The most important recipients are:

Recipient	Role	Purpose
Stripe Payments Europe, Ltd.	Payment service provider / processor	Payment processing, holding of funds, payout to Sellers and identity verification (KYC)
Sendcloud B.V.	Processor	Creation of shipping labels, shipping and track-and-trace
XCover / Cover Genius	Insurer / recipient	Handling of shipping insurance and insurance claims (Sendcloud Shipment Protection)
Supabase	Processor (hosting)	Hosting of database, authentication and file storage
Vercel	Processor (hosting)	Hosting and delivery of the web application
Microsoft Ireland Operations Ltd. (Azure AI Translator, France Central region)	Processor	Machine translation of a chat message or of the description of a Listing when a User activates the translation function (see Article 6)
Dutch Tax Administration and competent authorities	Recipient	Statutory reporting (DAC7) and complying with lawful requests and orders
Rabobank	Recipient	Payout to Consignors by bank transfer
Professional advisers (accountant, lawyer)	Recipient / processor	To the extent necessary for advice, compliance and dispute resolution

Recipient	Role	Purpose
PostHog, Inc. (EU Cloud)	Processor (analytics)	Privacy-friendly analytics to understand Platform usage, improve functionality and measure performance

5.2 Messages and profile data posted on the Platform are visible to other Users to the extent necessary for the use of the Platform. This includes in any event the public Seller name, Listings and Collection Items, with the photographs, descriptions and stated authenticity characteristics chosen by the User. A User's home address is not a public profile detail. In an Auction, a Bidder is shown in the bid history only under a pseudonym. The identity of a Consignor is never displayed on the Platform and is not disclosed to Bidders or Buyers.

Article 6. Translation of chat messages and listing descriptions

6.1 The Platform offers a machine translation function for chat messages between Buyer and Seller. Translation is **initiated by the User**: it takes place only when a User clicks the “Translate” button on an individual message. There is no automatic or collective translation. A User can only translate messages of the counterparty, not his or her own messages. The same function is available for the description of a Listing on the listing page. There, too, translation only takes place after a logged-in User clicks the “Translate” button. Visitors who are not logged in cannot use the function, and a Seller cannot have his or her own description translated.

6.2 **Which data are transmitted.** The plain text of a single chat message (with a maximum of 2,000 characters) or the description of a single Listing, and a two-letter language code indicating the target language. Only messages typed by a human are transmitted; system messages about bids, shipping and disputes are never sent to the translation service. This restriction is enforced technically.

6.3 **What is not transmitted.** Besides the text to be translated, the following data are not sent to the translation service:

- name, username or any other identifying data of the sender or recipient;
- e-mail address, user ID or account data;
- conversation ID, Listing ID, title or order information;
- IP address, device data or other technical identifiers.

6.4 **Recipient and processing location.** The translation service is Microsoft Azure AI Translator, offered by Microsoft Ireland Operations Ltd. The service is configured on the European regional endpoint; our Azure resource is deployed in the **France Central** region. The global endpoint is deliberately not used. The processing of the message text therefore takes place within the European Economic Area.

6.5 **Retention by Microsoft.** Microsoft documents that Azure AI Translator does not retain submitted text and does not use it to train models. The submitted text is processed solely to return the translation and is not further stored by Microsoft.

6.6 **Retention by Shirt Circle.** The returned translation is stored in our database, linked to the original message, together with the detected source language. It is visible only to the two participants of the conversation concerned. The translation is automatically deleted when the source message is deleted, and is subject to the same retention periods as the source message. For the description of a Listing, the translation is linked to that Listing. The description is public text that the Seller publishes; the translation is visible to any logged-in User who requests the description of the same Listing in the same language. It is automatically deleted as

soon as the Seller edits the description or the Listing is removed. We additionally record, for a maximum of 24 hours, how many translations have been requested per User, solely in order to detect abuse of the function.

6.7 **Legal basis.** The legal basis for this processing is our **legitimate interest** (Art. 6(1)(f) GDPR): the User activates the function himself in order to read a message addressed to him, and the processing is limited to the strict minimum necessary for that purpose (only the text to be translated, no identifying data, processed by Microsoft only for the duration of the request).

Article 7. Transfers outside the European Economic Area

7.1 Some of the service providers mentioned in Article 5 may process personal data outside the European Economic Area (EEA), including in the United States.

7.2 Insofar as a transfer to a country outside the EEA takes place, we base that transfer on an appropriate safeguard mechanism within the meaning of Chapter V GDPR, such as an adequacy decision of the European Commission or the Standard Contractual Clauses, supplemented by appropriate additional measures.

7.3 For the translation function (Article 6), processing takes place within the EEA (France Central) and no transfer to a third country therefore occurs.

Article 8. Statutory reporting obligation (DAC7)

8.1 Pursuant to Directive (EU) 2021/514 (DAC7) and the Dutch implementing legislation, Shirt Circle, as a platform operator, is obliged to collect, verify and annually report certain data of reportable Sellers to the Dutch Tax Administration.

8.2 These data may include: name, address, date of birth (for natural persons), tax identification number, VAT number where applicable, bank account details and the total consideration received per quarter via the Platform.

8.3 Sellers are obliged to provide the data requested. If a Seller fails to do so, Shirt Circle may suspend payouts or restrict the account, in accordance with applicable regulations.

8.4 The processing of the tax identification number (including, where applicable, the Dutch social security number (BSN)) takes place solely for compliance with this statutory obligation, on the basis of Art. 6(1)(c) GDPR; for the citizen service number in conjunction with Art. 46 UAVG and the Dutch legislation implementing DAC7. These data are not used for any other purpose.

8.5 The publication of Collection Items by a User does not constitute a transaction and is not counted towards DAC7 reporting obligations. A Consignor does not sell via the Platform himself or herself: in an Auction, Shirt Circle sells in its own name. As long as a Consignor has no seller account and does not sell via Listings himself or herself, he or she is not a reportable Seller and we do not ask him or her for a tax identification number.

Article 9. Retention periods

9.1 We do not retain personal data for longer than is necessary for the purposes for which they were collected, or as required by law. The periods are set out in the table in Article 4.

9.2 The statutory retention period of seven years applies to tax and financial administration. Data required for ongoing or reasonably foreseeable disputes or for compliance with legal obligations may be retained for that period.

9.3 Upon expiry of the applicable period, personal data are deleted or irreversibly anonymised.

Article 10. Security

10.1 We take appropriate technical and organisational measures to protect personal data against loss and unlawful processing. These include encryption of passwords, encrypted connections, row-level security in the database, separated access to private data such as addresses, and restriction of access to authorised persons.

10.2 Full bank account and card details of Buyers and Sellers are processed solely by the Payment Service Provider and not stored by Shirt Circle. We store the bank account number of a Consignor and the other data in Article 3.1(h) securely; only administrators of Shirt Circle have access to them.

Article 11. Cookies and similar technologies

11.1 The Platform uses cookies and similar technologies. Functional and strictly necessary cookies (for example for login and security) are placed without consent as they are necessary for the operation of the Platform.

11.2 For analytics cookies with more than a minor impact on privacy and for marketing cookies, we ask for prior consent. Consent can be changed or withdrawn at any time via the cookie settings.

11.3 A detailed overview of the cookies used, their purpose and retention period is included in a separate cookie statement.

Article 12. Automated decision-making

12.1 We do not take decisions with legal effect or similarly significant effects based solely on automated processing. Disputes are assessed by a person (the assessor) on the basis of a fixed assessment framework, as described in the Marketplace Protection Policy. In an Auction, the highest valid Bid is accepted automatically at the close of a Lot, and an Auction Purchase lapses automatically if payment is not made on time. These consequences follow directly from the Auction Rules accepted by the Bidder (Art. 22(2)(a) GDPR). Restricting or excluding a Bidder is never done without human review.

12.2 Automated signals may be used to support fraud prevention, but do not in principle lead to blocking without human review.

Article 13. Rights of data subjects

13.1 Under the GDPR you have the following rights with regard to your personal data:

a) the right to access the personal data we process;

b) the right to rectification of inaccurate or incomplete data;

c) the right to erasure (right to be forgotten), insofar as no statutory retention obligation or other overriding interest opposes it;

d) the right to restriction of processing;

e) the right to data portability;

f) the right to object to processing based on legitimate interest, and to direct marketing;

g) the right to withdraw consent given.

13.2 You can submit a request to exercise these rights via info@shirtcircle.eu. In principle we respond within one month. We may ask for additional information to verify your identity.

Article 14. Personal data breaches

14.1 In the event of a personal data breach, we act in accordance with the GDPR. Where the law requires, we notify the breach within 72 hours to the Dutch Data Protection Authority and, where applicable, to the affected data subjects.

Article 15. Complaints and supervisory authority

15.1 If you have a complaint about the processing of your personal data, you can contact us at info@shirtcircle.eu.

15.2 You also have the right to lodge a complaint with the Dutch Data Protection Authority (autoriteitpersoonsgegevens.nl) or with the supervisory authority in your country of residence.

Article 16. Minors

16.1 The Platform is intended solely for persons of 18 years of age or older. We do not knowingly collect personal data of persons under 18. If we determine that such data have nevertheless been collected, we delete them.

Article 17. Amendments

17.1 We may amend this Privacy Policy. The current version is published on the Platform, with version and date indicators. In the event of material changes we inform Users in an appropriate manner.

Article 18. Contact

18.1 For questions about this Privacy Policy or the processing of your personal data, you can contact Shirt Circle at info@shirtcircle.eu.

— End of Privacy Policy —