Privacy Policy for Partner Pages

This policy explains which data we process when you visit this page, order a reading and use your portal. If someone else has provided your details in an order, please read section 6.

1. The controller

This page presents a partner's offer. You can see their brand at the top of the page. However, the seller of your reading and the controller responsible for your data is not the partner, but:

Divinebeingmetatron Ltd.
Mesopotamias 8
7041 Oroklini, Larnaka
Cyprus
Telephone: +357 99 729287
Email: contact@soulsystem.app

“We” in this policy always means this company. You can send any questions about your data to the address above.

The partner promotes the offer and answers questions about its content. In our Reading Terms and withdrawal policy, the partner is called “the brand”. The partner is not the controller for your order data. Section 11 explains what the partner learns about you.

2. Key points

- We need your name, date of birth and email address for your reading.
- You enter payment details directly with our payment service provider Stripe. We do not store card numbers.
- There are no advertising pixels or audience measurement services from third parties on this page, in the checkout or in the portal. This is why you do not see a consent banner here.
- The partner does not receive your email address unless you write to them yourself, for example by replying to one of our emails about your order with the link to the portal (section 9). Section 14 applies to content notices.
- Your portal remains open for as long as we operate the platform. If you receive back everything you paid for your Reading, we block your Reading. Nothing is deleted in the process (section 10). You can ask us to delete your Reading and portal at any time.
- We do not sell your data. Our promotional emails are only about our own similar products, and you can object to them at any time (section 9).

3. Opening this page

When you open the page, your browser sends technical information to our hosting provider Vercel: your IP address, the date and time, the page requested, the page you came from, and information about your browser and device. Vercel processes this information on our behalf to deliver the page and defend against attacks.

Language: The page is available in several languages. The version you see depends on the page address. If you open the page without a language in the address, it follows the language setting of your browser. The language switch opens the other language version. We do not store anything in your browser for this purpose.

Fonts: Fonts are delivered from our own server. Your browser does not contact a third-party service for them.

Country: For the initial price and currency display, we use the country that our hosting provider derives from your IP address. We read only the country code. We do not store it. Later, the country of your billing address determines these details (section 5).

Source: If you arrive through a link with a source parameter, such as ?src=bio, our server counts visits and purchases by source. We do not set a cookie or pixel for this. When you purchase, we store the source with the order.

The legal basis is our legitimate interest in a secure and accessible page and in understanding which channels lead to purchases (Article 6(1)(f) GDPR).

4. Order box on a partner's own website

Some partners operate their own sales page and embed our order box there. In that case:

- When the order box loads, your browser sends your IP address and technical information to us. The partner and we are joint controllers for this specific step (Article 26 GDPR).
- We have agreed with the partner that they will embed the order box only as specified by us and provide information about it on their page. We ensure security and respond to requests concerning your rights. You can contact the partner or us.
- The legal basis for this step is the legitimate interest in allowing you to purchase on the partner's page (Article 6(1)(f) GDPR).
- The order box does not set cookies.
- Only we process what you enter in the order box. The partner's page receives only the fact that the checkout is ready and your order number.
- Payment always takes place on our checkout page.
- If the partner displays our status component on their thank-you page, your browser retrieves your order status from us in the same way. It shows only the order number and status, not a link to your portal.

The partner is responsible for their own website. Their privacy policy applies there.

5. Your order

The order form asks for:

- your first name or given names and your last name,
- your date of birth,
- your email address,
- what you are ordering: a reading, “Your Time”, a second reading for a friend or partner, and a partnership analysis.

If you order a second reading or a partnership analysis, we also ask for the second person's given names, last name and date of birth. You confirm that you are entitled to provide their data. Section 6 explains this further.

If your reading is a gift and you select the checkbox “This reading is a gift”, we store this with the order. The form then contains the given names, last name and date of birth of the person you are giving it to, and you confirm that you are entitled to provide their data (section 6). “Your Time” and purchases on the pages after your purchase then belong to the portal of this reading. We do not send offers by email for a reading that is a gift.

At checkout, you enter your billing details, including name and address, and choose whether to pay in one payment or in instalments. The country of your billing address determines currency, payment methods and tax. The invoice shows the name from the billing address; the reading shows the name from the form.

We also store the language, the purchase source and your acceptance of the terms, including their version,

wording, language and the time of acceptance. If your address is in the United Kingdom, we additionally store whether and when you selected the checkbox for immediate delivery.

The legal basis is our contract with you (Article 6(1)(b) GDPR). Without your name, date of birth and email address, we cannot create or deliver your reading. We retain invoices because tax laws require us to do so (Article 6(1)(c) GDPR).

If you do not pay, we delete the order and your details after 7 days.

Pages after your purchase: After your payment, we may show you offers relating to your reading on separate pages. For this, we use the details from your order: name, email address, billing address, language, currency and what you have already bought. If you buy something there, we create a separate order that refers to your order and take your name, email address and billing address from it. If an offer applies only for a short time, we store on our server when the page first appeared, so that the timer never restarts. We store the end of the period for the course price once with your order. We record which of these pages you were shown and whether you chose yes or no, and from this we count how often an offer is accepted.

The legal basis for showing the offers, the timer and the counting is our legitimate interest in offering you suitable products of our own and improving our offers (Article 6(1)(f) GDPR). For a purchase there, it is our contract with you (Article 6(1)(b) GDPR).

Protection against abuse: On the order page, in the Buybox and in the forms for withdrawals and notices, our hosting provider Vercel's bot protection checks whether a human is sending the request. It reads technical characteristics of your browser, and your IP address and request headers are sent to Vercel. It does not set a cookie. If the protection classifies a request as automated, no order is created, and no statement or notice is received through the form. Please contact us by email in that case, or use the partner's purchase link to place an order. We also count order attempts per IP address, and submissions through the forms for withdrawals and notices per IP address and per email address provided. We never store the IP address or the email address itself for this purpose, only a code that cannot be reversed without our secret key.

The legal basis for this protection is our legitimate interest in protecting the checkout, the forms and all partners against abuse (Article 6(1)(f) GDPR). Access to your device is strictly necessary for this purpose (section 25(2), no. 2 TDDDG).

6. If someone else provided your details

This section is for you if a buyer provided your name and date of birth for a partnership analysis, a second reading ordered for you or a reading they give you as a gift.

- Which data: your first name or given names, last name and date of birth. We do not have your contact details.
- Source: the buyer, who confirmed that they were entitled to provide your data.
- Purpose: We use the data to create the analysis or reading the buyer ordered.
- Legal basis: the buyer's legitimate interest in receiving the analysis or reading and our interest in delivering it (Article 6(1)(f) GDPR).
- Recipient: the buyer. A second reading and a gift each have their own portal, and the link is sent to the buyer's email address. The service providers in section 16 process the data on our behalf; the AI service receives your name in this process. The partner sees the sale and its settlement, but not your name, contact details or reading.
- Duration: for as long as the buyer's portal remains open (section 10).
- Your rights: You can request access and erasure and object to processing (Article 21 GDPR). To do so, send us your full name and date of birth so that we can identify your record.

Why we have not contacted you ourselves: We do not have your contact details and do not ask the buyer for

them because we do not need them for the analysis. We therefore provide this information publicly here (Article 14(5)(b) GDPR).

7. Payment

Stripe handles payment for us (Stripe Payments Europe Limited, Ireland). Stripe only loads after you submit the order form, and on a page after your purchase and in the purchase window of your portal as soon as the payment field appears there. You enter your payment details and billing address directly with Stripe. We do not see or store card numbers. Stripe provides us with the payment identifiers and status and the details needed for your invoice.

When you type your address, Stripe suggests addresses using Google Maps. Your input and IP address may be sent to Google in the process.

Payment methods: Depending on your country and payment arrangement, you can pay, for example, by card, Apple Pay, Google Pay, PayPal or Klarna. The provider of the selected payment method receives the data it needs to process the payment.

Instalments: If you pay in 2 or 3 instalments, Stripe saves your payment method for the subsequent instalments. We store the instalment schedule, including amounts, due dates and the status of each instalment. After the final instalment or a withdrawal, the payment method is no longer used for this purpose.

Klarna: If you pay with Klarna, Klarna checks and processes your data as an independent controller. Klarna's privacy policy (https://www.klarna.com/de/datenschutz/) applies. Klarna is not available in every country.

Fraud prevention: Stripe checks payments for fraud, including by using characteristics of your device and payment. Stripe acts as an independent controller for this and for its own statutory obligations. Stripe's privacy policy (https://stripe.com/privacy) applies.

Tax: Stripe calculates tax for us based on the country of your billing address. We retain the information used to determine your country with the invoice.

The legal basis is our contract with you (Article 6(1)(b) GDPR), our legitimate interest for fraud prevention (Article 6(1)(f) GDPR), and a legal obligation for invoices and tax (Article 6(1)(c) GDPR).

8. Your reading

Your reading is created after payment on our servers using your name and date of birth. The reading and order are stored in our database in Ireland.

An AI service (OpenAI) formulates one part of the reading, the synthesis. It receives your first and last name and the texts for your numbers. It does not receive your date of birth or email address. The AI service processes the data on our behalf, including in the USA (section 17).

The legal basis is our contract with you (Article 6(1)(b) GDPR).

9. Emails

We send our emails through Resend. The partner's brand appears as the sender, except for replies from our support team and the confirmation of a notice (section 14).

We send you the purchase confirmation with the invoice for each purchase, an email with the link to the portal as soon as your Reading, a second Reading or a partnership analysis bought in the portal is ready, confirmation of withdrawal and refund, and, if you pay in instalments, messages about your instalments. We store when we sent these emails.

If you reply to an email about your order with the link to the portal, your reply goes to the partner's support

address, which is also shown in that email. The partner then receives your email address and the content of your message. If the partner has not provided a support address, the reply goes to us. Replies to purchase confirmations, messages about your instalments and withdrawal or refund messages go to us as the seller. Replies to promotional emails also go to us; the partner does not receive them. If the partner forwards a question about content to us for clarification, we receive the details needed for that purpose; we handle buyer withdrawals ourselves.

The legal basis is our contract with you (Article 6(1)(b) GDPR), or a legal obligation for mandatory information (Article 6(1)(c) GDPR).

Offers: We send offers for our own similar products, such as “Your Time”, the course, the books and the partnership analysis, to the email address from your order. This only applies to orders for which we told you about these offers when you ordered. You will not receive any for orders placed before that. The partner's brand also appears as the sender of these emails. However, we, not the partner, are the seller and the controller responsible for your data (section 1). We store when we sent you an offer. The partner does not receive your email address for this purpose. The button in the promotional email takes you to your portal with your personal link (section 10). If you forward the email, the recipient can also open your portal. The legal basis is our legitimate interest in advertising our own similar products (Article 6(1)(f) GDPR, section 7(3) UWG).

You can object to these offers at any time, using the link in each promotional email or by contacting us. You will incur no costs other than transmission costs at basic rates. After you object, we will not send any further offers to your email address. This applies to all orders with this address, with every partner and also to later orders. Emails about your order and your portal continue.

10. Your portal

You open your portal using a personal link, without an account or password. Anyone with the link can open the portal. Only share it if you wish to do so.

We store your Reading, name, date of birth and order for as long as your portal is open. It remains open for as long as we operate the platform. If you receive back everything you paid for your Reading, for example after a withdrawal, we block your Reading in the portal (Terms and Conditions for Readings, section 9.4). Nothing is deleted in the process: we then continue to store this data until you request deletion. You can ask us to delete your Reading and portal at any time. The portal will then no longer be accessible. We must still retain invoice and payment data for ten years from the end of the year of purchase, and then use it only for that purpose. We retain evidence of your purchase, such as your acceptance of the terms, for as long as claims arising from your purchase are possible.

We do not delete your portal merely because you have not opened it for a long time. If we close the portal one day, we will email you at least three months beforehand so that you can save everything as a PDF. You can save your Reading as a PDF in the portal and then keep it permanently.

If the partner's contract with us ends, your portal remains open. We remain responsible.

Outstanding instalment: If an instalment is outstanding, the portal displays a notice with a payment link. After the final payment attempt, the reading and everything that belongs to the same order are paused until payment is made; paid separate purchases remain open, except for an order with the Reading for 179, where the entire portal is paused. We store payment reminders with their sending times and the times the portal was paused and reopened.

Library and “Your Time”: In “Your library”, you read the books and open the course that you have bought or that come with your purchase as a gift. We store which parts you have bought and unlock them accordingly. You can also save the books there as PDFs, after a purchase from the 15th day after it; you can only reach the download through your personal link. We store your learning progress so that you can continue from the same point later. The portal shows parts you have not bought with a lock and a price; chapter 1 of each

book and lessons 1 to 3 of the course are free. If you have not bought “Your Time”, the portal shows only two figures from it, which we calculate from your details: how many turning days are coming in the next 365 days and when the next one is. The legal basis for this is our legitimate interest in showing you what you can unlock (Article 6(1)(f) GDPR).

Videos: The video course is hosted by Vimeo. We show the videos through our own player at a fixed address of ours (api.soulsystem.app). It is embedded in your portal, in the first page after your purchase, where you can watch lesson 1, and in the demo portal that a partner can show on their pages. In the demo portal, anyone can watch lessons 1 to 3, even without a purchase. A video only loads when you start it yourself. Vimeo then receives your IP address, technical information about your browser and device, and the address of our player. For lessons from lesson 4 onwards, our server first checks whether the course belongs to your portal. We embed videos using the setting that instructs Vimeo not to track your behaviour. Vimeo is based in the USA (section 17).

The legal basis is our contract with you (Article 6(1)(b) GDPR).

11. What the partner learns about you

For each of your purchases, including those on the pages after your purchase and in the portal, the partner sees the order number, date, product, amount and country, whether you pay in one payment or in instalments and with which payment method, as well as the purchase source. If you pay in instalments, the partner sees one booking per paid instalment and each instalment with its date, amount and status, including whether a payment attempt failed or an instalment has defaulted. The partner sees refunds, withdrawals and chargebacks as negative bookings, without your message. Visits and purchases by source are shown only as figures.

The partner does not see your name, email address, date of birth, address, the content of your reading or a second person's data.

The legal basis is our legitimate interest in providing the partner with a transparent settlement of their remuneration (Article 6(1)(f) GDPR).

12. Withdrawal, support and chargebacks

Withdrawal: If you declare withdrawal by email or through the form that the “Withdraw from contract here” button on the withdrawal policy leads to, we process the details needed to identify your order and the time of receipt. Support handles the case. If you use the online function, you promptly receive an acknowledgement containing the content, date and time; our support team replies to an email itself. The partner sees only the sale's status, not your case or message. The legal bases are the contract and statutory obligations (Article 6(1)(b) and (c) GDPR).

Support: If you contact us, we process your message and order data to help you, for example to resend your reading or change your email address. The legal basis is our contract with you (Article 6(1)(b) GDPR).

Chargebacks: If you dispute a payment with your bank, we submit evidence of your purchase to Stripe, namely the order, payment and delivery. The legal basis is our legitimate interest in substantiating our claim (Article 6(1)(f) GDPR).

13. Feedback from previous buyers

The page displays feedback from previous buyers without names or initials. Each item is displayed only with the person's consent (Article 6(1)(a) GDPR). If you provided one of these items, you can withdraw your consent at any time by emailing us. We will then remove it from all pages.

14. Content notices

If you report content through our contact point for users (legal notice, section “Contact points under the Digital Services Act”) or through the reporting form, we process your notice, our decision and, where provided, your name and email address. If an email address is available, we acknowledge receipt and later inform you of the decision. In the reporting form, name and email address are mandatory fields. For notices concerning offences under Articles 3 to 7 of Directive 2011/93/EU, you do not have to provide either (Article 16(2)(c) DSA); please use the contact point for such notices. We only disclose your name and email address to the partner whose content is involved if strictly necessary to resolve the case. The legal basis is a legal obligation under the EU Digital Services Act (Article 6(1)(c) GDPR).

15. Storage in your browser

We only store in your browser what is strictly necessary for ordering, checkout and the portal to work in the way you are currently using them. This does not require your consent (section 25(2), no. 2 TDDDG).

Where	Item	Purpose	Duration
Order page, Buybox, forms for withdrawals and notices	Bot protection reads technical browser characteristics without a cookie	protection against abuse	only during the check
Checkout	Stripe cookies after you submit the order form	payment and fraud prevention	under Stripe's cookie policy (https://stripe.com/legal/cookies-policy)
Pages after your purchase, purchase window in the portal	Stripe cookies once the payment field loads	payment and fraud prevention	under Stripe's cookie policy (https://stripe.com/legal/cookies-policy)
Thank-you page	Counter in session storage	reloads the page for up to two minutes until payment is confirmed	until you close the tab
Portal, course	Progress for each lesson in local storage, without an identifier, depending on the template also on our server	shows where you left off	until you clear your browser's storage
Portal, books in the library	your reading position for each book and language in local storage, without a link and without an identifier	“Continue reading” at the point where you left off	until you clear your browser's storage
Portal, first page after your purchase and demo portal, videos (Vimeo)	Entry in session storage for Vimeo's security check	playing the video you open	until you close the tab
Portal, My Reading (depending on the template)	your last reading position in local storage: chapter with title and location, depending on the template also your reading progress as a percentage and a code formed from the address of your Reading	“Continue reading” on the start page of your portal	until you clear your browser's storage

Where	Item	Purpose	Duration
Portal (depending on the template)	marker in session storage indicating whether an opening or a page of the portal has already been shown in this session, depending on the template also the address and time of the portal page you last left and the position of the bar on the page last shown	shows openings and build-ups only once per session and transitions only when you move between pages	until you close the tab

16. Recipients

We only share your data with service providers needed for ordering, the reading, the portal and our emails, and with organisations acting as independent controllers. A data processing agreement under Article 28 GDPR is required for service providers processing data on our behalf.

Recipient	Purpose	Location
Vercel	Hosting of the page, checkout, pages after your purchase, player and portal; bot protection for orders and for the forms for withdrawals and notices	servers in Ireland; delivery through Vercel's worldwide network; provider in the USA
Supabase	Database and storage of readings and files	Ireland; provider in Singapore
Stripe	Payments, instalments, tax, fraud prevention	Stripe Payments Europe Limited, Ireland, with processing also in the USA
Google (Google Maps), through Stripe	Address suggestions when you type your address at checkout	Ireland and USA
Provider of your payment method, such as Klarna or PayPal	Payment, as an independent controller	depends on provider
Resend	Sending our emails and receiving emails sent to our contact address	USA
IONOS	Contact mailbox and forwarding with a stored copy when you contact us	provider in Germany
OpenAI	Synthesis in your reading	USA
Vimeo	Video course in the portal, lesson 1 on the first page after your purchase and lessons 1 to 3 in the demo portal	USA
The partner	The details in section 11, your replies to the emails about your order with the link to the portal (section 9), and, exceptionally, your name in a content notice (section 14)	depends on partner
Hetzner Online GmbH	Encrypted backups	Germany
GitHub	Backup and test restoration	provider in the USA
Our tax advisers and authorities	To the extent required by law	Cyprus and EU

Backups: Encrypted daily backups of the database and files are stored in Hetzner Object Storage (Hetzner Online GmbH, Germany). GitHub processes the data for the backup run and test restoration. During this process, the data is temporarily unencrypted on the execution machine. Hetzner does not receive the

decryption key. Deletion normally takes effect in backups after approximately 30 days. Failed runs can make this take longer; the seven most recent daily snapshots are retained.

17. Countries outside the EU

You can purchase from many countries. Your data is processed in the locations listed in section 16.

Some service providers are based in the USA or process data there. The following applies: if the provider is listed under the EU-US Data Privacy Framework, the transfer relies on the European Commission's adequacy decision. Otherwise, the European Commission's standard contractual clauses in our agreement with the provider apply (Articles 44 et seq. GDPR). On request, we will identify the basis for each provider and send you a copy of the clauses.

According to the providers' information, the following currently applies:

Provider	Basis
Vercel	EU-US Data Privacy Framework
Stripe	EU-US Data Privacy Framework
Resend	EU-US Data Privacy Framework
Google	EU-US Data Privacy Framework
Vimeo	EU-US Data Privacy Framework
OpenAI	Standard contractual clauses
GitHub	EU-US Data Privacy Framework and standard contractual clauses under the GitHub Data Protection Agreement
Supabase	Standard contractual clauses. The provider is based in Singapore; your data is stored in Ireland.

18. Retention periods

We retain your data only as long as needed for its purpose. We retain it longer where required by law or for as long as claims under the contract may arise.

Data	Duration
Reading, name, date of birth and order in the portal, including a second person's data	while your portal is open, until you request deletion; likewise after your Reading has been blocked (section 10)
First display of a page after your purchase with a timer, end of the period for the course price, pages shown after your purchase with your choice	like your order in the row above
Invoices with payments, instalments, refunds and country details	10 years from the end of the year of purchase
Instalment schedule with amounts, due dates and instalment statuses	10 years from the end of the year of purchase
Payment reminders with sending times, portal pauses and reopenings	for as long as claims arising from your purchase are possible
Acceptance of the terms, time the purchase confirmation was sent, and, for an address in the United Kingdom, the checkbox for immediate delivery	for as long as claims arising from your purchase are possible
Proof of the notice about the offers: the time you accepted the terms, which also shows the version of this policy then in force	for as long as claims arising from your purchase are possible

Data	Duration
Sending time and language of each promotional email, including failed attempts	for as long as claims arising from your purchase are possible
Objection to promotional emails with time and channel (link or message), recorded for every order with your email address	as long as we store your email address, to ensure you receive no further offers
Withdrawal with receipt time and confirmation	for as long as claims arising from your purchase are possible
Unpaid orders	7 days
Support enquiries	for as long as we need them for your enquiry; for withdrawal, as for the withdrawal
Content notices with decisions and reasons	for as long as we must be able to prove the notice and decision
Consent to feedback displayed on the page	while the feedback is displayed, then for as long as we must be able to prove the consent
Order attempt counters and counters of submissions through the forms for withdrawals and notices, stored only as codes (section 5)	for as long as we need them to protect against abuse
Server logs in our Vercel account	no more than 30 days
Backups	deletions take effect through backup rotation, after approximately 30 days

19. Your rights

You have the right to:

- access your data,
- have inaccurate data rectified,
- have data erased where we are not required to retain it,
- restrict processing,
- receive your data in a commonly used format,
- withdraw consent, effective from the moment you declare withdrawal,
- lodge a complaint with a data protection supervisory authority.

Objection: If we process data on the basis of a legitimate interest, you may object on grounds relating to your particular situation (Article 21(1) GDPR). You may object to offers by email at any time without giving a reason (Article 21(2) and (3) GDPR).

Deletion on request: If you request deletion, we delete your reading, portal, date of birth and order form entries. Invoice and payment data remain stored with access restricted for ten years because tax laws require it.

To exercise these rights, contact the address in section 1. You may lodge a complaint with the supervisory authority in the country where you live or work. Our competent authority is the Commissioner for Personal Data Protection in Cyprus.

A decision that has legal effects concerning you is never made solely by a machine on our side. The AI only formulates part of your reading.

20. Security

Connections to our pages are encrypted. Your portal is accessible only through your personal link. Only a small number of people within our organisation who need access for operation and support can access your data.

21. Changes to this policy

If our services or the legal position change, we will update this policy. The current dated version is always available here.