



noyb - European Centre for Digital Rights  
Goldschlagstrasse 172/4/3/2  
1140 Vienna  
AUSTRIA

## COMPLAINT UNDER ARTICLES 77(1), 80(1) DSGVO

noyb Case no: C040

brought in by

[REDACTED]

represented by

noyb - European Centre for Digital Rights, a non-profit organisation with its registered office at Goldschlagstraße 172/4/2, 1140 Vienna, Austria, ZVR: 1354838270 (hereinafter "noyb")

Sync and corrected by dr.jackson for

- Amazon Europe Core S.à.r.l. and/or
- Amazon EU S.à.r.l. and/or
- Amazon Services Europe S.à.r.l. and/or
- Amazon Media EU S.à.r.l.,

all four located at 38, avenue John F. Kennedy, L-1855 Luxembourg and/or any other company identified by the competent supervisory authority as a controller within the meaning of Article 4(7) of the GDPR.

Subsequently, the responsible person(s) (collectively) will be referred to as "Amazon".

### 1 REPRESENTATION

1. noyb is a non-profit organisation active in the field of data protection (Articles of Association, [Annex 1](#)). The complainant has mandated noyb to represent him pursuant to Article 80(1) of the GDPR ([Annex 2](#)).
2. Communication between noyb and the data protection authority or the competent supervisory authority in the context of this procedure may be made by e-mail to [REDACTED], referring to the case number mentioned in the title of this complaint.

## 2 CONTENTS

3. According to the item "Responsible parties" of the currently valid [data protection declaration of www.amazon.de](#), which was also valid at the relevant time (16.02.2021) ("last amended on 04.12.2020")(Annex 3), the Amazon companies named overleaf are "responsible parties for all personal information collected and processed by Amazon Europe". Which of these companies is/are actually the responsible party(ies) may be determined by the competent supervisory authority in the course of the investigation. In the complainant's view, based on the [information linked in](#) the section "Responsible parties", Amazon Europe Core S.à r.l. and Amazon EU S.à r.l. are the most likely (joint?) responsible parties.
4. The complainant is a long-standing customer of Amazon. He created a customer account at [www.amazon.de](#) under the email address [REDACTED] and his name [REDACTED] which was valid until autumn 2016. The complainant now uses the name [REDACTED] and occasionally uses the account to order products. As delivery addresses, the complainant uses his respective residential addresses or the addresses of his respective employer.
5. The complainant had deposited a valid Austrian [bank account](#) as a payment method with his account and had previously paid for orders by direct debit from this account. Such an account is also currently on file. There have never been any delays or disruptions in payment. The complainant has also never made any chargebacks. The complainant has not registered a credit card on his account.
6. On 16 February 2021, the complainant ordered a printer and three children's books for a total of € 126.41 (including VAT) via his account. For the first time, the complainant did not choose payment by direct debit, but the option provided by Amazon of "payment by monthly statement". After the successful completion of the order process, the complainant received an order confirmation by e-mail- (Order Confirmation, [Annex 4](#)) from [bestellbestaetigung@amazon.de](#) at 21:24:46. The expected delivery date was indicated as the date of delivery. The expected delivery date was stated as 20.02.2021.
7. Just 12 seconds later, at 21:24:58, Complainant received another email, this time from [payments-update@amazon.de](#) (First Automatic Rejection, [Exhibit 5](#)), with the following text:

*"Good day,*

*Unfortunately, we were unable to successfully complete your monthly statement payment.*

*In order to continue processing your order and prevent cancellation, please change your payment method to credit card within the next 5 days. Please note that in order to always ship orders as quickly as possible, Amazon.co.uk generally does not accept payments made in advance or by bank transfer. "*

This email did not include an explanation as to why payment by monthly statement was declined.
8. As a result, the complainant immediately contacted (21:31) the chat support at [www.amazon.de](#) to obtain such an explanation. He also did not receive an explanation from the Amazon employee with whom he communicated there as to the reason for the rejection of the payment by monthly statement, but was asked to contact him again within 48 hours. The

complainant did so and was repeatedly put off. In the end, the complainant tried to obtain an explanation from various Amazon employees over several days (starting on 16.02.2021), whereby he only ever received the following information (transcript of the chat, [Exhibit 6](#)):

- An explanation would be given in 24 or 48, but the complainant should come forward again.
  - The rejection had occurred as a result of a routine check by "the system".
  - One would pass on the matter to the Accounts Department/Department.
  - The complainant should switch to credit card payment.
  - There were no difficulties with the complainant's account ("everything in the green").
9. Despite persistent requests by the complainant, it was neither arranged that a payment by monthly statement is possible, nor did the complainant receive even a rudimentary explanation of the reasons for the rejection. The only thing that the Amazon employees were apparently able to achieve was an extension of the deadline until the final cancellation of the order (from originally 21.02.2021 to 26.02.2021).
10. While the complainant tried in vain to find out the reason for the rejection of the payment by monthly statement, he received automatic -e-mails every 24 hours telling him -that the payment by monthly statement had been rejected and that he should switch to payment by credit card in order to prevent the order from being cancelled (Konvolut automatische Ablehnungen, [Enclosure 7](#)).
11. Since the printer was a birthday present and the complainant therefore needed it promptly and a clarification of the matter did not seem possible, the complainant ordered the printer and the three books again on 24 February 2021, this time choosing payment by direct debit. No difficulties were encountered (Order confirmation for new order, [Exhibit 8](#)).
12. On 26.02.2021, the original order was finally cancelled, of which the complainant was informed by e-mail from bestellstatus@amazon.de. The reason given for the cancellation was "payment declined", without further explanation (cancellation email, [Exhibit 9](#)).
13. The complainant consequently made use of his right to information pursuant to Article 15 GDPR on 01.03.2021. Amazon requires information seekers to request the data copy pursuant to Article 15(3) of the GDPR via their Amazon account and then download it themselves in the form of zipped folders. In the case of the complainant, this involved a total of 54 zipped folders that were made available to him on 8 March 2021, some of which were empty and some of which contained files in formats that could not be opened by the complainant (see response to information request, [Exhibit 10](#) and bundle of zipped folders, [Exhibit 11](#)).
14. Information pursuant to Article 15(1) of the GDPR was not provided by Amazon at all in the response to the request for information. Accordingly, any explanation for the automatic rejection of the payment by monthly statement, but also all other information required under Article 15(1) of the GDPR was missing.
15. Thereupon, the complainant still contacted Amazon on 08.03.2021 via web form on [www.amazon.de](http://www.amazon.de) and also requested an explanation for the rejection of the payment by monthly statement by this means (volume of e-mail correspondence, [Exhibit 12](#)):

16. This information was denied the same day by e-mail from cs-reply@amazon.de with the following words (see Exhibit 12):

*"We reserve the right not to accept the monthly statement payment method for certain orders. Therefore, please use an alternative payment method such as direct debit, credit card or Amazon.co.uk gift vouchers for your order.*

*Since a rejection of the desired payment method is an internal process, I can unfortunately not give you more detailed information about this and ask for your understanding. "*

17. The complainant therefore requested the contact details of the Data Protection Officer, received them by email from cs-reply@amazon.de as late as 08.03.2021 and also contacted him on 12.03.2021 with the concern already entered in the web form by writing to -euprivacy@amazon.de.

18. On the same day (12.03.2021), the complainant received an e-mail, this time from monatsabrechnung@amazon.de with the following note (see Exhibit 12):

*"[...] Our system carries out a routine check as standard for every order. If it is determined that an invoice purchase is not possible, the payment method monthly statement is not offered during the order process.*

*This automatic decision can have various causes and cannot be influenced manually, I ask for your understanding. Neither can our customer service see the exact reason for privacy reasons. "*

19. Because this message did not come from Amazon's Privacy Officer and did not answer his questions, Complainant urged [eu-privacy@amazon.de](mailto:eu-privacy@amazon.de) on 3/25/2021, attaching the email from monatsabrechnung@amazon.de (see Exhibit 12).

20. On the same day (25.03.2021), a few minutes later, the complainant again received an e-mail from cs-reply@amazon.de, i.e. the same e-mail address with which Amazon had already communicated with him before (again no specific e-mail address for data protection matters). Once again, information on the rejection of the payment by monthly statement was refused without any justification (see Annex 12):

*"[...] we have received your inquiry about the background for the refusal of payment for your order. Unfortunately, we are unable to provide this information. "*

Otherwise, the e-mail only contained references to sub-pages of www.amazon.de, or generic references/links to data protection documents.

21. No further communication took place.

### **3 GROUNDS FOR APPEAL**

#### **3.1 Violated rights**

22. Without prejudice to the right of the complainant to make further submissions on additional grounds of complaint, subject to the power of the data protection authority to investigate beyond the specific grounds set out herein, and in accordance with Section 24(2) DPA, the complainant alleges the following breaches of law:

- **Article 22(1) and (3) GDPR:** Amazon has subjected the complainant to an automated case-by-case decision which has legal effect vis-à-vis him or similarly significantly affects him by denying him the possibility of payment by monthly statement, where human intervention within the meaning of Article 22(3) of the GDPR was manifestly not provided for or possible.
- **Article 15(1) GDPR:**
  - **Article 15(1)(h) GDPR:** Amazon has categorically refused to provide the complainant with any explanation as to the reasons for rejecting the payment by monthly statement option, despite the fact that this decision was obviously fully automated and had negative consequences for the complainant. The information does not contain any information at all about the logic involved and the scope and intended effects of the processing pursuant to Article 15(1)(g) of the GDPR.
  - **Article 15(1)(c) GDPR:** It is not apparent to the complainant whether Amazon - in particular but not exclusively in connection with the refusal of payment by monthly statement - has disclosed his personal data to processors or third parties and, if so, to whom specifically. The information does not contain any information at all pursuant to Article 15(1)(c) of the GDPR.
  - **Article 15(1)(g) of the GDPR:** Likewise, it is not apparent to the complainant whether Amazon - in particular but not exclusively in connection with the refusal of payment by monthly statement - has collected personal data relating to him from external sources and, if so, from whom specifically. The information does not contain any information at all pursuant to Article 15(1)(g) of the GDPR.
- **Article 15(3) of the GDPR in conjunction with Article 12(1) of the GDPR:** Amazon has violated the complainant's right to receive a copy of the data by providing him with the data unsorted, in partly unusual file formats and only in English and also by providing an explanation on how to open these files or understand their content.

## **3.2 On the infringement of Article 22(1) of the GDPR**

### **3.2.1 Refusal was made by exclusively automatic individual case decision**

23. The rejection of the payment by monthly statement was in any case obviously fully automated. This can be seen, on the one hand, from the fact that the rejection (Exhibit 4) was sent only 12 seconds after the order confirmation (Exhibit 3). A human being cannot possibly assess within 12 seconds whether an Amazon customer is eligible for a particular payment option. This applies in particular if a credit assessment should have been the cause of the rejection (see point 3.2.3.) A human being can never determine the creditworthiness of an Amazon customer in such a short period of time. Nor can a human being seriously review a machine decision of any kind within 12 seconds (in the sense of "*intervention by a person on the part of the controller*" pursuant to Article 22(3) of the GDPR).

24. On the other hand, Amazon employees have also confirmed to the complainant on several occasions that the rejection was automatic, referring to "the system" and even confirming a question from the complainant in this respect (see [Exhibit 5](#)):

Question complainant: *"Is it the case that the system decides and no one can do anything about it, or what? So the system rejects payment on account and then I can only order if I enter credit card details?"*

Response Amazon employee: *"Yes, I would ask you to switch to credit card to avoid such things in the future."*

Similarly, in the email dated 12/03/2021, from [monatsabrechnung@amazon.de](mailto:monatsabrechnung@amazon.de) (see [Exhibit 12](#)), which also clarifies that human intervention is excluded:

*"This automatic decision can have various causes and cannot be influenced manually, I ask for your understanding. Neither can our customer service see the exact reason for privacy reasons."*

### **3.2.2 Refusal has legal effect or similarly significantly affects**

25. Amazon's decision not to grant the complainant payment on account had legal effect vis-à-vis him within the meaning of Article 22(1), first case, of the GDPR, since the conclusion of the contract was refused by Amazon: The complainant was given the choice of not concluding the purchase contract he wanted at all, or "*switching to credit card*" and thus providing credit card data for the first time (see [Exhibits 5 and 7](#) and also the statements of the Amazon employees in [Exhibit 6](#)). Remarkably, according to Amazon, it would not have been possible for the complainant to "save" the order by switching to payment by direct debit, i.e. prepayment (*"Please note that in order to always be able to ship orders as quickly as possible, Amazon.co.uk generally does not accept payments by prepayment or bank transfer in advance."*; see [Exhibits 5 and 7](#)).
26. Even if one were to assume no legal effect, there is in any case a significant impairment in a similar manner within the meaning of Article 22(1) 2nd case DSGVO. Amazon explicitly offered the complainant the option of payment by monthly statement, but then surprisingly refused to do so and refused to provide any explanation. The automatic refusal to pay by monthly statement is in itself a significant impairment, as it forces the complainant to pay Amazon in advance before he has received the desired goods.
27. The fact that it was always communicated to the complainant that he had to switch to credit card payments (see [Exhibits 5 and 7](#) and also the statements of the Amazon employees in [Exhibit 6](#)) also constitutes a significant impairment. In this respect, an attempt was made, contrary to good faith (Article 5(1)(a) of the GDPR), to induce the complainant to disclose additional personal data.
28. Finally, the third significant impairment is that the complainant suffered financial damage as a result of the automatic rejection: when the complainant finally gave up in frustration at being able to pay by monthly statement after all and ordered the printer and the books again on 24 February 2021 (this time by direct debit), the printer was no longer available in Amazon's own stock of goods. The complainant therefore had to buy it from an Amazon partner (DG Verwertungs GmbH, Wasserburger Str. 50/B17 83395 Freilassing). The new order cost a total of € 156.69 ([Exhibit 8](#)), i.e. € 30.28 more than the original order of € 126.41 ([Exhibit 4](#)).

### **3.2.3 Negative credit check as a possible reason for rejection**

29. If an e-commerce provider such as Amazon offers the option of payment by monthly statement, it thereby exposes itself to a certain credit and fraud risk. After all, it is conceivable that the customer is unable (inability to pay) or unwilling (unwillingness to pay/intent to defraud) to actually pay for the goods received. For this reason, Amazon may carry out a credit check in such cases. This also results from the Amazon privacy policy, which contains several (vague and non-transparent) hints in this direction:

29.1. Under *"For what purposes does Amazon Europe process your personal information?"* the following generic information can be found:

*"Fraud Prevention and Credit Risk. We process personal information to prevent or detect fraud and abuse to protect the security of our customers, Amazon Europe, and third parties. We may also use scoring methods to assess and manage credit risks. "*

29.2. Under *"Examples of collected information"* there is a list of possible actions by Amazon customers that lead to data collection or generation by Amazon. As can be seen from the use of the word "examples", this list is only demonstrative; obviously other information is also collected. After the listing, there is the following suggestion:

*"By taking these actions, you may provide us with the following information: [...]; information regarding your credit history; [...]"*

29.3. Finally, under *"Information from other sources"*, the following reference can be found:

*"Examples of information we receive from other sources include: [...] information regarding credit history from credit reporting agencies that we use to prevent and detect abuse, particularly fraud, and to offer certain financial services and payment methods to certain customers. "*

30. The complainant suspects in this respect that Amazon has assessed his creditworthiness and found it to be insufficient for payment by monthly statement. Whether this was done purely on the basis of internal information or whether information was obtained from a credit reference agency is not apparent to the complainant due to the lack of transparent information from Amazon (neither pursuant to Article 13/14 nor within the scope of the information pursuant to Article 15 of the GDPR). Nor is it apparent to the complainant whether or not Amazon has used "scoring procedures" - i.e. profiling in accordance with Article 4(4) of the GDPR - to assess his creditworthiness.

31. If the rejection was for a reason other than a credit check, Amazon would also have to explain this in accordance with Article 15(1)(h) of the GDPR. In any case, the rejection was exclusively automatic as set out in Article 22(1) of the GDPR.

## **3.3 On the infringement of Article 15(1) of the GDPR**

### **3.3.1 General**

32. Apart from the fact that the refusal of payment by monthly statement was contrary to the prohibition of Article 22(1) of the GDPR, Amazon also answered the complainant's request for



information insufficiently - both with regard to the specific questions of the complainant concerning Article 15(1)(h) of the GDPR and with regard to the other information mentioned in Article 15(1) of the GDPR.

33. Amazon has manifestly categorically limited the information to its customers regarding data processed in connection with [www.amazon.de](http://www.amazon.de) to the provision of a copy of the data pursuant to Article 15(3) GDPR (although this is also insufficient; see point 3.4.). If a data subject wishes to make a request under Article 15(1) GDPR, they are encouraged to use an online tool provided by Amazon. The privacy policy ([Annex 3](#)) contains the following information on this:

Zusätzlich haben Sie, innerhalb des jeweils geltenden Rechts, das Recht, Auskunft, Berichtigung und Löschung Ihrer persönlichen Informationen zu verlangen. Weiterhin steht Ihnen das Recht auf Datenübertragbarkeit zu. Sie können unserer Datenverarbeitung widersprechen oder in speziellen Fällen die Beschränkung der Datenverarbeitung von uns verlangen. Möchten Sie eines dieser Rechte wahrnehmen, kontaktieren Sie unseren Kundenservice oder, um eine Auskunftsanfrage zu stellen, klicken Sie bitte auf [Meine Daten anfordern](#).

34. The complainant made use of this possibility on 01.03.2021 and was given the opportunity to download a total of 54 zipped folders including subfolders, which he did. Information pursuant to Article 15(1) of the GDPR could not be found in any of these folders. Only on the subpage of [www.amazon.de](http://www.amazon.de), where the folders could be found, there were indirect links to Amazon's privacy policy ([Enclosure 3](#)).
35. In this regard, it must be generally clarified that generic information provided on the occasion of data collection in a data protection declaration pursuant to Articles 13 and 14 of the GDPR can under no circumstances replace the individual and concrete information to be provided pursuant to Article 15(1) of the GDPR. Information pursuant to Articles 13 and 14 GDPR is regularly intended for an undefined group of addressees (in the case of [www.amazon.de](http://www.amazon.de) for millions of potential customers in the German-speaking area). In addition, Articles 13 and 14 GDPR sometimes also describe planned or possible data processing (e.g. possible data recipients (categories) pursuant to Article 13(1)(e) or Article 14(1)(e) GDPR or intended data transfers to third countries Article 13(1)(f) or Article 14(1)(f) GDPR), while data processing that has already taken place pursuant to Article 15(1) GDPR must be specifically set out for the respective data subject.
36. As a result, Article 15(1) of the GDPR has been violated in its entirety. However, in this complaint, the complainant only seeks a declaration of the infringements referred to in point 3.1

### ***3.3.2 No information on logic involved and scope of the decision - Article 15(1)(h) GDPR violated***

37. In general, Amazon does not seem to provide information on the logic, scope and intended effects of the processing operations that led to the refusal of the complainant to pay by monthly statement:



- The complainant repeatedly asked chat support at [www.amazon.de](http://www.amazon.de) for an explanation. The Amazon employees with whom the complainant spoke were clearly unable to access the necessary information or were not authorized to provide it to the complainant; see paragraphs 8 and 9.
- In response to the complainant's explicit requests, Amazon refused to provide information; see paragraphs 15 to 20.
- None of the 54 zipped folders contained any information within the meaning of Article 15(1)(h) of the GDPR; see recitals 13 and 34.
- The privacy statement does not receive any explanations in this direction either, although this would be required under Article 13(2)(f) GDPR. As explained in recital 35, such information could not replace specific information pursuant to Article 15(1)(h) GDPR. However, it would at least lead to a minimum level of transparency within the meaning of Article 5(1)(a) of the GDPR.

38. Should the competent supervisory authority come to the decision that the decision to refuse payment by monthly statement was not based on an automated individual decision within the meaning of Article 22(1) of the GDPR (but on "mere" profiling within the meaning of Article 4(4) of the GDPR or on a decision-making process that is not exclusively automated), Amazon has nevertheless violated Article 15(1)(h) of the GDPR. As can be seen from the words "*at least in these cases*", the specific right of access to the logic and scope of the processing is not limited to cases under Article 22(1) GDPR. This is also confirmed by Recital 63, third sentence of the GDPR, which speaks of "automated processing" and "profiling" and precisely not of an "automated decision" within the meaning of Article 22 of the GDPR:

*"Every data subject should therefore **have the right to know and be informed**, in particular, for what purposes the personal data are processed and, where possible, for how long they are stored, who are the recipients of the personal data, what is the **logic involved in the automatic processing of personal data and what are the likely consequences of such processing, at least in cases where the processing is based on profiling.**"*

39. The DSB also came to this conclusion in point D.6 (page 18) of the decision on GZ D124.2813; the doctrine is also in favour of a scope of application of Article 15(1)(h) of the GDPR that is not limited to cases of Article 22(1) of the GDPR (e.g. *Zavadil*, Der besondere Auskunftsanspruch über die involvierte Logik einer Datenverarbeitung, *Dako* 2020, 55(56)).

### **3.3.3 No information on data recipients - Amazon has violated Article 15(1)(c) DSGVO**

40. Amazon has also not provided any information on the recipients of the complainant's personal data. It is unclear to the complainant, in particular in connection with the refusal of payment by monthly statement, whether his data was passed on to third parties - e.g. credit agencies for the purpose of checking creditworthiness. As can be seen from Amazon's privacy policy, such data transfers are conceivable. As already explained in point 3.2.3, under the heading "*Information from other sources*", "*Information regarding credit history from credit agencies [...]*" is also mentioned.

41. But also apart from a possible credit assessment, no recipients or categories of recipients within the meaning of Article 15(1)(c) of the GDPR were mentioned. The complainant is

convinced that in the case of disclosures that have actually taken place, specific recipients (and not merely categories) must be named. However, this question is for the ECJ to clarify. The complainant refers in this context to the reference for a preliminary ruling submitted by the Supreme Court on [RIS RS0133477](#).

42. However, since Amazon has not even provided information on categories of recipients, Article 15(1)(c) of the GDPR has been violated in any case.

### **3.3.4 No information on data origin - Amazon has violated Article 15(1)(g) DSGVO**

43. Information on the origin of the data is also missing from the response to the request for information. Insofar as a credit check has taken place, credit reference agencies are not only data recipients (recital 40) but also data sources of the complainant's personal data, since they have provided Amazon with a credit score on the complainant upon request.
44. Also apart from a possible credit check, Amazon has not mentioned any data sources. As set out in paragraph 35, a reference to the privacy statement would not fulfil Amazon's obligation under Article 15(1)(h) GDPR. But even if it could, the information would be insufficient because Amazon's privacy statement only demonstratively lists what data Amazon receives from third parties: "*Examples of information we receive from other sources include: [...]*". This wording implies that there is other data that Amazon collects from third parties - and may have collected in relation to the complainant. In contrast, Article 15(1)(h) of the GDPR requires a controller to provide all available information about the origin of the data. Amazon has not complied with this obligation.

## **3.4 Infringement of Article 15(3) in conjunction with Article 12(1) of the GDPR**

45. Article 15(3), first sentence, GDPR obliges a controller to provide a data subject with a copy of the personal data subject to processing. Amazon has attempted to fulfil this obligation by allowing the complainant to download a total of 54 zipped folders including subfolders ([Exhibit 11](#)), all of which are labelled in English, although [www.amazon.de](#) is aimed at German-speaking customers, which is already evident from the top level domain ".de".
46. These folders and their subfolders contained for the most part files which are incomprehensible to the complainant and which he cannot meaningfully read on his end devices (laptop and mobile phone). In addition to a few PDF files that can be opened easily, there is an unreadable file with the name *Amazon.Lists.Wishlist.json* and countless .csv files (*Microsoft Excel Comma Separated Values Files*) that the complainant can open with Microsoft Excel, but which are completely unclear visually and incomprehensible in terms of content, and which are also mostly in English.
47. Pursuant to Article 15(3) sentence 3 DSGVO, in the case of electronic applications, the information must be provided in a common electronic format. Neither ".json files" nor ".csv files" are common electronic formats for which Amazon may assume that an average Amazon customer is capable of opening them and understanding their content.
48. Moreover, as follows from Article 12(1) of the GDPR, a controller must provide notifications pursuant to Article 15 of the GDPR in a precise, transparent, intelligible and easily accessible

form, using clear and plain language. This undoubtedly includes the copy of the data to be provided pursuant to Article 15(3) GDPR. In this context, reference should also be made to ECJ 17.07.2014, C141/12, para 59 (still on Directive 95/46/EC), according to which a data subject may request to receive his data, "[...] in a form which enables him to acquaint himself with them and to verify that they are accurate and are processed in accordance with this Directive [...]".

49. In this context, it should also be noted that a large number of the files that Amazon provided to the complainant are completely irrelevant, as they do not show any personal data of the complainant at all. For example, a total of 6 folders deal with *Amazon Prime Video*, a service that the complainant has never used, as can also be seen from the empty "*viewing history*". The complainant has also never used Amazon's voice assistant *Alexa*; nevertheless, there is a folder on this. These empty folders make it blatantly difficult for the complainant to obtain conclusive certainty as to which of his personal data are actually the subject of processing (Article 15(3), first sentence, GDPR) by Amazon.
50. As a result, Amazon violated Article 15(3) in conjunction with Article 12(1) of the GDPR by merely offering the complainant unorganized, zipped, English-language folders with largely illegible, completely confusing, English-language information to download, with much of the information provided being completely irrelevant to the complainant.

## **4 APPLICATIONS AND REQUESTS**

### **1) Request for full investigation**

The complainant requests the competent supervisory authority to fully investigate this complaint in accordance with the powers conferred on it under Article 58(1) of the GDPR, in particular to clarify the following factual elements:

- (i) Why was there a refusal to pay by monthly statement?
- (ii) What personal data of the complainant were processed for the purpose of the decision of refusal?

### **2) Application for a declaration of infringement**

The competent supervisory authority may

- after identification of the specific data processing operations carried out,
- irrespective of whether or not Amazon should have subsequently remedied the infringements of Article 22(1), Article 15(1) and Article 15(3) in conjunction with Article 12(1) of the GDPR in the proceedings before the supervisory authority,

decide as follows:

- (i) Amazon violated Article 22(1) of the GDPR by denying the complainant "payment by monthly statement" on the basis of a decision based solely on automated processing - including profiling.
- (ii) Amazon has violated Article 15(1)(h) of the GDPR, by not providing the complainant with information to decide whether to reject the "payment by monthly statement".
- (iii) Amazon violated Article 15(1)(c) of the GDPR by not providing the complainant with information about data recipients and categories of data recipients.
- (iv) Amazon violated Article 15(1)(g) of the GDPR by not providing the complainant with information about the origin of the data.
- (v) Amazon has violated Article 15(3) of the GDPR by not providing the complainant with a copy of the data in accordance with Article 15(3) in conjunction with Article 12(1) of the GDPR.

### **3) Request for the imposition of effective, proportionate and dissuasive financial penalties**

Finally, the complainant suggests that, pursuant to Article 58(2)(i) in conjunction with Article 83(5)(b) of the GDPR, an effective, proportionate and dissuasive fine should be imposed on dAmazon, taking into account that

- (i) the complainant is in all likelihood only one of possibly hundreds of thousands of data subjects to whom Amazon has automatically and without any justification refused

payment by monthly statement and to whom Amazon provides information that does not even begin to meet the requirements of Article 15 GDPR.

- (ii) the infringement was manifestly systematic and intentional (Article 83(2)(b) GDPR).

## 5 OTHER

[REDACTED]

[REDACTED]