

□ File No.: PS/00506/2021

## RESOLUTION OF TERMINATION OF THE PROCEDURE FOR PAYMENT

### VOLUNTEER

Of the procedure instructed by the Spanish Agency for Data Protection and based on  
to the following

### BACKGROUND

FIRST: On December 20, 2021, the Director of the Spanish Agency  
of Data Protection agreed to initiate a sanctioning procedure against VODAFONE  
SPAIN, S.A.U. (hereinafter, the claimed party), through the Agreement that is  
transcribe:

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File No.: PS/00506/2021

### AGREEMENT TO START A SANCTION PROCEDURE

Of the actions carried out by the Spanish Data Protection Agency and in  
based on the following

### FACTS

FIRST: Ms. A.A.A. (hereinafter, the complaining party) dated October 28  
2020 filed a claim with the Spanish Data Protection Agency. The  
claim is directed against VODAFONE ESPAÑA, S.A.U. with NIF A80907397 (in  
ahead, VODAFONE).

The reasons on which the claim is based are that the complaining party, client in that  
moment of VODAFONE, shows that on October 21, 2020, without

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action on his part, his mailing address was changed to that of "a neighbor",  
"putting the lines of my mobiles and fiber in the name of both" and revealing "my data  
personal and bank charges to this person". Given these facts, he states that he has intervened  
filed a claim, opened an incident to "technical support", and exercised the right  
cho of rectification before VODAFONE.

Relevant documentation provided by the complaining party:

Telecommunications services contract for the address of the claimant with  
VODAFONE, dated January 16, 2020, in which it has been marked, as a method  
billing, "Domiciled", consigning the bank account number.

Copy of the document "REQUEST FOR CHANGE OF ADDRESS TO VODAFONE" in the  
which indicates that "Vodafone has exchanged my address which is \*\*\*ADDRESS.1 with  
that of a neighbor who is \*\*\*ADDRESS.2 putting the lines of my mobiles and fiber  
in the name of both" and requests rectification. The copy, dated October 23,  
2020, does not contain signature or receipt notes.

Screenshots of a mobile device in which a real order is referenced.  
dated October 21, 2020 for the address \*\*\*ADDRESS.2 (hereinafter  
lance the address of the neighbor).

SECOND: In accordance with article 65.4 of Organic Law 3/2018, of 5  
December, of Protection of Personal Data and guarantee of digital rights (in  
hereinafter LOPDGDD), said claim was transferred to VODAFONE, so that  
proceed to its analysis and inform this Agency within a month of the  
actions carried out to adapt to the requirements set forth in the regulations of  
Data Protection.

No response to this letter has been received.

THIRD: On February 22, 2021, the Director of the Spanish Agency for

Data Protection agreed to admit for processing the claim presented by the party claimant.

FOURTH: The General Subdirectorate for Data Inspection proceeded to carry out of previous investigative actions to clarify the facts in matter, by virtue of the investigative powers granted to the authorities of control in article 57.1 of Regulation (EU) 2016/679 (General Regulation of Data Protection, hereinafter RGPD), and in accordance with the provisions of the Title VII, Chapter I, Second Section, of the LOPDGDD, having knowledge of the following ends:

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Letter from VODAFONE, in response to the notification of the claim, filed on fecha April 22, 2021, in which it provides the following information of relevance to the effects of these actions:

It states that on July 23, 2020, a third client requested the registration of a set of services by providing the address of the complaining party. Add that this This fact caused the services associated with the complaining party to appear associates, in addition to the claimant party itself, to that of the third client.

Attach the telecommunications services contract of the complaining party with VODAFONE dated February 15, 2019. It contains the address of the claimant.

Maintain both the customer data and the installation and shipping address of equipment. In addition, the annex contains the "Direct Debit Mandate

SEPA" associated.

Attach the documentation concerning the contracting of this third client: the telecommunications services agreement of the latter with VODAFONE, dated July 23 of 2020, in which the address of the complaining party appears both in the data of the customer as in the direction of installation and shipment of equipment; two documents, in that this third client is informed of the summary of the contract and the date of installation of the services that also contain the address of the claiming party; a document similar to the previous ones, but in which the address is already consigned. In addition, the annex contains the associated "SEPA Direct Debit Mandate", dated July 23, 2020, containing the address of the associated complaining party with this third client.

It adds that, on July 24, 2020, the third customer referred requested the rectification of the previously provided postal address, causing this address to be also be modified for the services of the complaining party.

It also indicates that "Thus things were, neither my client nor the claimant were aware of the data crossing until, on October 21, 2020, while the duplication of ownership of the affected client account, the third party linked to the data crossing requested the portability of its services to another operating company, causing A.A.A. also caused involuntary discharge in the systems of my represented. Therefore, on that date, they were momentarily the lines that were owned by A.A.A. were disabled. Notwithstanding the foregoing, Once the claim was received from A.A.A., the portability was canceled by me. principal and the lines of A.A.A. they stayed with Vodafone."

He also points out that "since that date, there are several interactions in their systems. internal reports containing incidents of a technical nature related to

telephone lines of the claimant. However, before it was achieved

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completely solve said incidents, A.A.A. requested the portability of the entire of their services to another operating company, caused a definitive withdrawal from Vodafone in dates November 3 and 6, 2020.”

Lastly, it indicates that “on December 14, 2020, Vodafone was transferred gives a claim filed by A.A.A. before the Municipal Information Office at Consumer of the Municipality of Móstoles. It claimed the amounts invoiced two in the name of the claimant since the incident took place, for not having been able to enjoy the services, also requesting that the amount paid be forgiven. responding to the breach of the permanence commitment. For these purposes, Vodafone proceeded to carry out the appropriate internal investigations and assess the matter, acceding to A.A.A.'s request. Thus, on December 16, 2020, issued a payment of 451.90 euros (VAT included), for the billed installments for not having consumption of the services and the charges of permanence and non-compliance of commitments.”

Attached is a copy of the payment, dated December 16, 2020, made to the party claiming mante as rectification of a previous invoice (attached in turn).

VODAFONE has also provided a report detailing the investigation carried out da that includes screenshots of their information systems.

Letter from VODAFONE, registered with the AEPD on July 2, 2021, in which it states, regarding the issues indicated, the following:

## Causes of the incident

“[...] the incident that caused the data crossing was the consequence of a data crossing totally involuntary on the part of my client, which had its origin in a human error on the part of the agent who completed the record of the third party and who did not verify the postal address that was provided, being the same as that of A.A.A. so he activated the services of the new client in the A.A.A. installation ID.”

## Categories of personal data affected

“[...] it has been possible to verify that the data to which those affected had access were those that were included in the invoices of the services contracted with my representation. That is, A.A.A. only had access to the postal address of the third client and, on the other hand, the third party had access to the name and surnames, DNI, last four digits of the A.A.A. bank account, as well as the information related to the services treated.”

## Communication to those affected

As reported by VODAFONE in the response to the transfer of the claim, on the 21st of April 2021 sent a letter to the complaining party in which it informs

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the events that occurred and the actions taken in this regard. This letter is attached with the answer.

FOUNDATIONS OF LAW

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Competition

By virtue of the powers that article 58.2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 04/27/2016, regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data (hereinafter, RGPD), recognizes each authority of control, and as established in art. 47 and 48 of the Organic Law 3/2018, of 5/12, Protection of Personal Data and guarantee of digital rights (hereinafter LOPDGDD), the director of the Spanish Data Protection Agency is competent to initiate and resolve this procedure.

## II

### Previous Questions

In the present case, in accordance with the provisions of article 4.1 of the RGPD, it consists processing of personal data, since VODAFONE carries out, among other treatments, the modification and communication by transmission of the following personal data of natural persons, such as: name, number of phone and bank details.

VODAFONE carries out this activity in its capacity as data controller, given that he is the one who determines the ends and means of such activity, by virtue of the aforementioned article 4.7 of the RGPD.

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Article 4 section 12 of the RGPD defines, in a broad way, the "violations of security of personal data" (hereinafter security breach) as "all those breaches of security that cause the destruction, loss or alteration

accidental or illicit of personal data transmitted, conserved or processed in another form, or unauthorized communication or access to said data.”

In the present case, there is a security breach of personal data in the circumstances indicated above, categorized as a breach of confidentiality, dis-availability and integrity, having associated, on July 23, 2020, the services of the complaining party, in addition to the complaining party itself, to a third client. Be changed the complaining party's mailing address to that of a neighbor, putting the lines of the cell phones and fiber of the claimant party in the name of both and revealing the data personal and bank charges from the claimant to the third customer. Furthermore, on the 21st of October 2020, "while the duplication of ownership of the account affected client, the third party linked to the crossing of data requested the portability of its services to another operating company, causing A.A.A. also caused involuntary termination in the systems of my client. Therefore, in that date, the lines that appeared under titles were temporarily disabled. A.A.A. authority.”

It should be noted that the identification of a security breach does not imply the imposition sanction directly by this Agency, since it is necessary to analyze the diligence of those responsible and in charge and the security measures applied.

Within the principles of treatment provided for in article 5 of the RGPD, the integrity and confidentiality of personal data is guaranteed in section 1.f) of article 5 of the RGPD. For its part, the security of personal data comes regulated in articles 32, 33 and 34 of the RGPD, which regulate the security of the treatment, notification of a violation of the security of personal data to the control authority, as well as the communication to the interested party, respectively.

III

Article 5.1.f) of the RGPD



Article 5.1.f) "Principles related to treatment" of the RGPD establishes:

"1. The personal data will be:

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f) processed in such a way as to ensure adequate security of the data

including protection against unauthorized or unlawful processing and against

its loss, destruction or accidental damage, through the application of technical measures

or appropriate organizational structures ("integrity and confidentiality")."

In the present case, it is stated that the personal data of the complaining party,

in the VODAFONE database, were unduly exposed to a third party, by

having associated, on July 23, 2020, the services of the complaining party, in addition

from the complaining party itself, to a third client. Changed mailing address

the claimant party to that of a neighbor, putting the mobile lines and fiber of the

claimant party on behalf of both and revealing the personal and bank details of

the complaining party to the third customer. In addition, on October 21, 2021,

"While the duplication of ownership of the affected client account lasted, the

external third party linked to the crossing of data requested the portability of its services to another

operating company, causing A.A.A. also cause low

involuntary in the systems of my client. For this reason, on that date, they remained

The lines that were owned by A.A.A. were temporarily disabled."

In accordance with the evidence available in this start-up agreement

sanctioning procedure, and without prejudice to what results from the investigation,

considers that the known facts could constitute an infringement,

attributable to VODAFONE, for violation of article 5.1.f) of the RGPD.

#### IV

Classification of the infringement of article 5.1.f) of the RGPD

If confirmed, the aforementioned infringement of article 5.1.f) of the RGPD could lead to the commission of the offenses typified in article 83.5 of the RGPD that under the

The heading "General conditions for the imposition of administrative fines" provides:

"The infractions of the following dispositions will be sanctioned, in accordance with the paragraph 2, with administrative fines of a maximum of EUR 20,000,000 or, in the case of a company, an amount equivalent to a maximum of 4% of the global total annual turnover of the previous financial year, opting for the largest amount:

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a) the basic principles for the treatment, including the conditions for the consent under articles 5, 6, 7 and 9; (...)"

In this regard, the LOPDGDD, in its article 71 "Infringements" establishes that

"The acts and behaviors referred to in sections 4,

5 and 6 of article 83 of Regulation (EU) 2016/679, as well as those that result contrary to this organic law.

For the purposes of the limitation period, article 72 "Infringements considered very serious" of the LOPDGDD indicates:

"1. Based on the provisions of article 83.5 of Regulation (EU) 2016/679, considered very serious and will prescribe after three years the infractions that suppose

a substantial violation of the articles mentioned therein and, in particular, the following:

a) The processing of personal data violating the principles and guarantees established in article 5 of Regulation (EU) 2016/679. (...)"

v

Sanction for the infringement of article 5.1.f) of the RGPD

For the purposes of deciding on the imposition of an administrative fine and its amount, accordance with the evidence available at the present time.

agreement to initiate sanctioning proceedings, and without prejudice to what results from the

instruction, the infraction in question is considered to be serious for the purposes of

RGPD and that it is appropriate to graduate the sanction to be imposed in accordance with the following criteria established by articles 83.2 of the RGPD and 76.2 of the LOPDGDD:

As aggravating factors:

. According to article 76.2. a) of the LOPDGDD "The continuing nature of the infraction"

Continuous nature of the facts verified: from July 23, 2020 to

that, on October 21, 2020, the third party requests the portability of its services to another operating company.

. Pursuant to article 83.2.g) "the categories of personal data affected-

two for the infraction. Those that were included in the invoices of the contracted services

by the complaining party. The third party had access to the name and surnames, DNI, last

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four digits of the bank account of the claiming party, as well as the information

regarding the contracted services.

. According to article 83.2.a) of the RGPD “the nature, seriousness and duration of the infringement taking into account the nature, scope or purpose of the processing operation.

treatment in question as well as the number of interested parties affected and the level of

damages they have suffered; There are two affected persons: the claimant

and the third. Personal data of the complaining party were disclosed to the third party

and, in addition, when the third party requests portability to another company, the services of the

claimant caused cancellation in the VODAFONE systems, so they were left

The lines of the claimant were momentarily disabled, and she had to open an in-

incident to "technical support", exercise the right of rectification before VODAFONE and

file a claim.

. Article 76.2.b) of the LOPDGDD states: “The link between the activity of the offender

with the processing of personal data”. The development of the activity

business capacity carried out by VODAFONE requires continuous treatment and

large scale of personal customer data.

. Article 83.2.k) indicates: “any other aggravating or mitigating factor applicable to the

circumstances of the case, such as the financial benefits obtained or the obvious losses

affected, directly or indirectly, through the infringement”.

Volume of business or activity: VODAFONE is a large company in the sector of

telecommunications that, depending on the number of mobile voice lines, the pos-

sitioned as one of the largest telecommunications operators in our

country. According to information from the National Commission of Markets and Competition,

On mobile voice lines, the number of customers would be 12,422,064.

Regularization of the irregular situation diligently: portability was

canceled by VODAFONE and the lines of the claimant party remained in Vodafone.

Vodafone On December 16, 2020, after a claim, a credit note was issued to the

claimant party of 451.90 euros (VAT included), in concept of invoiced fees

for not having consumption of the services and the charges of permanence and non-compliance of commitments.

The balance of the circumstances contemplated in article 83.2 of the RGPD and the Article 76.2 of the LOPDGDD, with respect to the infraction committed by violating the established in article 5.1.f) of the RGPD, allows initially setting a penalty of €50,000 (fifty thousand euros).

SAW

Article 32 of the GDPR

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Article 32 “Security of treatment” of the RGPD establishes:

"1. Taking into account the state of the art, the application costs, and the nature, scope, context and purposes of the treatment, as well as risks of variable probability and severity for the rights and freedoms of individuals physical, the person in charge and the person in charge of the treatment will apply technical measures and appropriate organizational measures to guarantee a level of security appropriate to the risk, which in your case includes, among others:

- a) pseudonymization and encryption of personal data;
- b) the ability to ensure confidentiality, integrity, availability and resilience permanent treatment systems and services;
- c) the ability to restore the availability and access to the personal data of quickly in the event of a physical or technical incident;

d) a process of regular verification, evaluation and assessment of the effectiveness of the technical and organizational measures to guarantee the security of the treatment.

2. When evaluating the adequacy of the security level, particular account shall be taken of takes into account the risks presented by the processing of data, in particular as consequence of the accidental or unlawful destruction, loss or alteration of data data transmitted, stored or otherwise processed, or the communication or unauthorized access to said data.

3. Adherence to an approved code of conduct under article 40 or to a certification mechanism approved under article 42 may serve as an element to demonstrate compliance with the requirements established in section 1 of the present article.

4. The person in charge and the person in charge of the treatment will take measures to guarantee that any person acting under the authority of the person in charge or the person in charge and has access to personal data can only process said data following instructions of the person in charge, unless it is obliged to do so by virtue of the Right of the Union or the Member States.

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In the present case, at the time of the breach, VODAFONE, having taking into account that, on July 24, 2020, the third client requested the rectification of the previously provided postal address, causing this address to be was also modified for the services of the complaining party, it did not take any action since, VODAFONE indicates that "Thus things were, neither my client nor the claimant were

aware of the crossing of data until, on October 21, 2020, while the duplication of ownership of the affected client account persisted, the third party linked to data crossing requested the portability of its services to another company operator, causing A.A.A. also cause low involuntary in the systems of my client. For this reason, on that date, they remained The lines that were owned by A.A.A. were temporarily disabled.”

In accordance with the evidence available in this start-up agreement sanctioning procedure, and without prejudice to what results from the investigation, considers that the known facts could constitute an infringement, attributable to VODAFONE, for violation of article 32 of the RGPD.

7th

Classification of the infringement of article 32 of the RGPD

If confirmed, the aforementioned violation of article 32 of the RGPD could lead to the commission of the offenses typified in article 83.4 of the RGPD that under the

The heading "General conditions for the imposition of administrative fines" provides:

“The infractions of the following dispositions will be sanctioned, in accordance with the paragraph 2, with administrative fines of a maximum of EUR 10,000,000 or, in the case of a company, an amount equivalent to a maximum of 2% of the global total annual turnover of the previous financial year, opting for the largest amount:

a) the obligations of the person in charge and of the person in charge pursuant to articles 8, 11, 25 a 39, 42 and 43; (...)”

In this regard, the LOPDGDD, in its article 71 "Infringements" establishes that "Consti-

The acts and behaviors referred to in sections 4, 5 and 6 are infractions

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of article 83 of Regulation (EU) 2016/679, as well as those that are contrary to this organic law”.

For the purposes of the limitation period, article 73 “Infringements considered serious” of the LOPDGDD indicates:

“Based on the provisions of article 83.4 of Regulation (EU) 2016/679, considered serious and will prescribe after two years the infractions that suppose a substantial violation of the articles mentioned therein and, in particular, the following:

g) The breach, as a consequence of the lack of due diligence, of the technical and organizational measures that have been implemented as required by article 32.1 of Regulation (EU) 2016/679”. (...)

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Sanction for the infringement of article 32 of the RGPD

For the purposes of deciding on the imposition of an administrative fine and its amount, accordance with the evidence available at the present time.

agreement to initiate sanctioning proceedings, and without prejudice to what results from the investigation, the infringement in question is considered to be serious for the purposes of RGPD and that it is appropriate to graduate the sanction to be imposed in accordance with the following criteria established by articles 83.2 of the RGPD and 76.2 of the LOPDGDD:

As aggravating factors:

. According to article 76.2. a) of the LOPDGDD “The continuing nature of the infraction”

Continuous nature of the facts verified: from July 23, 2020 to

that, on October 21, 2020, the third party requests the portability of its services to another



operating company.

. Pursuant to article 83.2.g) “the categories of personal data affected-

two for the infraction. Those that were included in the invoices of the contracted services by the complaining party. The third party had access to the name and surnames, DNI, last four digits of the bank account of the claiming party, as well as the information regarding the contracted services.

. According to article 83.2.a) of the RGPD “the nature, seriousness and duration of the infringement taking into account the nature, scope or purpose of the processing operation. treatment in question as well as the number of interested parties affected and the level of damages they have suffered; There are two affected persons: the claimant

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mante and the third. Personal data of the complaining party were disclosed to the third party ro and, in addition, when the third party requests portability to another company, the services of the claimant caused cancellation in the VODAFONE systems, so they were left

The lines of the claimant were momentarily disabled, and she had to open an in-incident to "technical support", exercise the right of rectification before VODAFONE and file a claim.

. Article 76.2.b) of the LOPDGDD states: “The link between the activity of the offender with the performance of personal data processing” The development of the activity business carried out by VODAFONE requires continuous and large-scale treatment scale of customer personal data.

. Article 83.2.k) indicates: “any other aggravating or mitigating factor applicable to the

circumstances of the case, such as the financial benefits obtained or the obvious losses affected, directly or indirectly, through the infringement”.

Volume of business or activity: VODAFONE is a large company in the sector of telecommunications that, depending on the number of mobile voice lines, the positioned as one of the largest telecommunications operators in our country. According to information from the National Commission of Markets and Competition, On mobile voice lines, the number of customers would be 12,422,064.

Regularization of the irregular situation diligently: portability was canceled by VODAFONE and the lines of the claimant party remained in Vodafone. Vodafone On December 16, 2020, after a claim, a credit note was issued to the claimant party of 451.90 euros (VAT included), in concept of invoiced fees for not having consumption of the services and the charges of permanence and non-compliance of commitments.

The balance of the circumstances contemplated in article 83.2 of the RGPD and the Article 76.2 of the LOPDGDD, with respect to the infraction committed by violating the established in article 32 of the RGPD, allows initially setting a penalty of €20,000 (twenty thousand euros).

IX

Imposition of measures

Among the corrective powers provided in article 58 "Powers" of the RGPD, in the Section 2.d) establishes that each control authority may “order the responsible or in charge of the treatment that the treatment operations are comply with the provisions of this Regulation, where appropriate, in a certain manner and within a specified period...”.

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The Spanish Agency for Data Protection in the resolution that puts an end to the

This procedure may order the adoption of measures, as established

in article 58.2.d) of the RGPD and in accordance with what is derived from the instruction

of the procedure, if necessary, in addition to the imposition of a fine

administrative.

Therefore, in view of the foregoing, the Director of the Spanish Agency

Data Protection,

AGREE:

FIRST: INITIATE PUNISHMENT PROCEDURE against VODAFONE SPAIN,

S.A.U., with NIF A80907397, for the alleged infringement of article 5.1.f) of the RGPD, ti-

pified in article 83.5 of the RGPD.

START SANCTION PROCEDURE against VODAFONE ESPAÑA, S.A.U., with

NIF A80907397, for the alleged infringement of article 32 of the RGPD, typified in the

article 83.4 of the RGPD.

SECOND: That for the purposes provided in article 64.2 b) of Law 39/2015, of 1

of October, of the Common Administrative Procedure of the Public Administrations

(hereinafter, LPACAP), the sanction that may correspond, without prejudice to what

result of the instruction, would be:

FIFTY THOUSAND EUROS (€50,000), for the alleged infringement of article 5.1.f) of the

RGPD, typified in article 83.5 of the RGPD.

TWENTY THOUSAND EUROS (€20,000), for the alleged infringement of article 32 of the RGPD,

typified in article 83.4 of the RGPD.

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THIRD: APPOINT R.R.R. as instructor. and, as secretary, to S.S.S.,

indicating that any of them may be challenged, where appropriate, in accordance with the

established in articles 23 and 24 of Law 40/2015, of October 1, on the Regime

Legal Department of the Public Sector (LRJSP).

FOURTH: INCORPORATE to the disciplinary file, for evidentiary purposes, the

claim filed by the CLAIMING party and its documentation, as well as the

documents obtained and generated by the Subdirector General for Inspection of

Data in the actions prior to the start of this sanctioning procedure.

FIFTH: NOTIFY this agreement to VODAFONE ESPAÑA, S.A.U., with NIF

A80907397, granting him a hearing period of ten business days to formulate

the allegations and present the evidence it deems appropriate. In his writing of

allegations you must provide your NIF and the procedure number that appears in the

header of this document.

If within the stipulated period it does not make allegations to this initial agreement, the same

may be considered a resolution proposal, as established in article

64.2.f) of Law 39/2015, of October 1, of the Common Administrative Procedure of

Public Administrations (hereinafter, LPACAP).

Pursuant to article 85 of the LPACAP, a proceeding has been initiated

sanctioning party, if the offender acknowledges his responsibility, the

procedure with the imposition of the appropriate sanction.

In accordance with the provisions of article 85 of the LPACAP, you may recognize your

responsibility within the term granted for the formulation of allegations to the

this initiation agreement; which will entail a reduction of 20% of the sanction to be imposed in this proceeding. With the application of this reduction, the sanction would be established at 56,000 euros, resolving the procedure with the imposition of this sanction.

Similarly, you may, at any time prior to the resolution of this procedure, carry out the voluntary payment of the proposed sanction, which will mean a reduction of 20% of its amount. With the application of this reduction,

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the sanction would be established at 56,000 euros and its payment would imply the termination of the procedure.

The reduction for the voluntary payment of the penalty is cumulative with the corresponding apply for the acknowledgment of responsibility, provided that this acknowledgment is revealed within the period granted to formulate allegations to the initiation of the procedure. The voluntary payment of the amount referred to in paragraph above may be made at any time prior to resolution. In this case, yes were it appropriate to apply both reductions, the amount of the penalty would be established at 42,000 euros.

In any case, the effectiveness of any of the aforementioned reductions will be conditioned to the abandonment or renunciation of any action or resource in via against the sanction imposed, as provided in article 85.3 of the LPACAP.

In case you chose to proceed to the voluntary payment of any of the amounts

indicated above (56,000 euros or 42,000 euros), you must make it effective by depositing it in account number ES00 0000 0000 0000 0000 open to name of the AEPD in the banking entity CAIXABANK, S.A., indicating in the concept the following procedure reference number PS/00506/2021 and the cause of reduction of the amount to which it is accepted.

Likewise, you must send the payment receipt to the SGID to continue with the procedure in accordance with the amount entered.

The procedure will have a maximum duration of nine months from the date of the start-up agreement or, where appropriate, of the draft start-up agreement.

Once this period has elapsed, it will expire and, consequently, the file of actions, in accordance with the provisions of article 64.2 of the LOPDGDD.

Finally, it is pointed out that in accordance with the provisions of article 112.1 of the LPACAP, there is no administrative appeal against this act.

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SECOND: On January 11, 2022, the claimed party has proceeded to pay of the sanction in the amount of 56,000 euros using one of the two reductions provided for in the Start Agreement transcribed above. Therefore, it has not acknowledgment of responsibility has been confirmed.

THIRD: The payment made entails the waiver of any action or resource in via against the sanction, in relation to the facts referred to in the Home Agreement.

## FOUNDATIONS OF LAW

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By virtue of the powers that article 58.2 of the RGPD recognizes to each authority of control, and as established in art. 47 of the Organic Law 3/2018, of 5 December, of Protection of Personal Data and guarantee of digital rights (in hereinafter LOPDGDD), the Director of the Spanish Agency for Data Protection is competent to sanction the infractions that are committed against said Regulation; infractions of article 48 of Law 9/2014, of May 9, General Telecommunications (hereinafter LGT), in accordance with the provisions of the article 84.3 of the LGT, and the infractions typified in articles 38.3 c), d) and i) and 38.4 d), g) and h) of Law 34/2002, of July 11, on services of the society of the information and electronic commerce (hereinafter LSSI), as provided in article 43.1 of said Law.

II

Article 85 of Law 39/2015, of October 1, on Administrative Procedure Common to Public Administrations (hereinafter LPACAP), under the rubric "Termination in sanctioning procedures" provides the following:

"1. Started a sanctioning procedure, if the offender acknowledges his responsibility, the procedure may be resolved with the imposition of the appropriate sanction.

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2. When the sanction is solely pecuniary in nature or it is possible to impose a pecuniary sanction and another of a non-pecuniary nature, but the inadmissibility of the second, the voluntary payment by the alleged perpetrator, in any time prior to the resolution, will imply the termination of the procedure, except in relation to the replacement of the altered situation or the determination of the compensation for damages caused by the commission of the infringement.

3. In both cases, when the sanction is solely pecuniary in nature, the competent body to resolve the procedure will apply reductions of, at least, 20% of the amount of the proposed sanction, these being cumulative with each other.

The aforementioned reductions must be determined in the notification of initiation of the procedure and its effectiveness will be conditioned to the withdrawal or resignation of any administrative action or recourse against the sanction.

The reduction percentage provided for in this section may be increased regulations."

In accordance with the above, the Director of the Spanish Agency for the Protection of Data

RESOLVES:

FIRST: TO DECLARE the termination of procedure PS/00506/2021, of in accordance with the provisions of article 85 of the LPACAP.

SECOND: NOTIFY this resolution to VODAFONE ESPAÑA, S.A.U.

In accordance with the provisions of article 50 of the LOPDGDD, this Resolution will be made public once it has been notified to the interested parties.

Against this resolution, which puts an end to the administrative procedure as prescribed by the art. 114.1.c) of Law 39/2015, of October 1, on Administrative Procedure

Common of the Public Administrations, the interested parties may file an appeal



contentious-administrative before the Contentious-administrative Chamber of the National Court, in accordance with the provisions of article 25 and section 5 of the fourth additional provision of Law 29/1998, of July 13, regulating the Contentious-Administrative Jurisdiction, within a period of two months from the day following the notification of this act, as provided in article 46.1 of the aforementioned Law.

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