

Case number: NAIH-3145-5 / 2021.

Subject: Partially upheld decision, Partial order

and trade secrets

History: NAIH / 2019/6534.

NAIH / 2020/98 /

The National Data Protection and Freedom of Information Authority (hereinafter referred to as the Authority) [...]

Applicant (hereinafter: the Applicant) with [...] (hereinafter: the Applicant) with the Applicant in 2000.

with a foreign exchange account contract concluded on 27 September (hereinafter: foreign exchange account contract) on 29 August 2019

take the following decisions in the data protection authority proceedings initiated following the request of:

I.1. The Authority shall decide on the application of the Applicant

partially corrects

and notes that the Applicant, in the absence of a proper legal basis and purpose, stored on May 25, 2018 and

In the period between November 8, 2019, the foreign currency account is related to the contract and related to it personal data of the Applicant in connection with the documentation.

I.2. In its decision, the Authority ordered the deletion of the Applicant 's personal data,

Act CXII of 2011 on the right to information self-determination and freedom of information. the law (a

hereinafter referred to as the Infotv.) in connection with the data protection reform of the European Union, and

Act XXXVIII of 2018 amending other related laws. promulgated by law - 2018.

Infotv., effective from 26 July Infringement of Section 4 (1) - (4) and Section 20 (c)

the processing of personal data by natural persons

the free movement of such data and repealing Directive 95/46 / EC

Regulation (EU) 2016/679 (hereinafter referred to as the General Data Protection Regulation or

GDPR) in breach of Article 5 (1) (a), (b), (d), (e), (f) and (2)

application

rejects.

I.3. The Authority obliges the Applicant to initiate a judicial review

the expiry of the relevant time limit for bringing an action or, in the case of a review, the court within 15 days of its decision, declare that it has been stored and destroyed after the deadline destroyed all related contract documents.

II. The Authority shall, by order of the official procedure, the data processing prior to 25 May 2018 examination terminates.

III. By ordering the Authority, the Anonymisation / Deletionation Methodology and the Banking grant the request for the names of the systems to be treated as business secrets.

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ARC. The Authority shall make the consolidated accounts of the applicant available to the Authority rejects the Authority's request for confidential treatment by the Authority.

I.3. the fulfillment of the obligation pursuant to point 1 to the Applicant as of the taking of the measure Must be in writing within 15 days - the supporting evidence and any balance of interests to the Authority. In the event of non - compliance with the obligation a Authority shall order the enforcement of the decision.

By Decision No I and Annex II there is no administrative remedy against the order, but within 30 days of service, by application to the Metropolitan Court may be challenged in an administrative action. The application must be submitted electronically to the Authority, which forwards it to the court together with the case file. The request for a hearing shall be made by: must be indicated in the application. An action against the order is brought by the court in a simplified trial. Not in full personal exemption for the beneficiaries, the fee for the court review procedure is HUF 30,000, the material fee for the lawsuit is recorded is subject to law. Legal representation is mandatory in proceedings before the Metropolitan Court.

A III. and IV. There is no place for an independent remedy against the order under point 1, it is only the case

may be challenged in an appeal against a decision on the merits.

EXPLANATORY STATEMENT

I. Procedure and clarification of the facts

I.1. On 29 August 2019, the Applicant submitted a petition in which he was a data protection authority initiated proceedings.

The Applicant submitted in the application that on September 27, 2000 a foreign currency account contract concluded with the Applicant. According to the Applicant, the Applicant has a foreign currency account contract personal data relating to personal data without a legal basis, in addition to the statutory retention period, your consent without treating it to this day. The Applicant attached to his application a copy of the foreign currency account contract, referred to point 30, according to which, if 90 days after the date of signature of the contract

If the account is not credited, the contract will automatically expire. The Applicant

According to the statement, the contract was terminated on 27 December 2000 on the basis of this clause

nevertheless, the Applicant has no doubt that the foreign currency account contract until 28 June 2017

retained, as a copy of which was filed by the Applicant in an official letter dated 28 June 2017

sent a copy to the Applicant.

The Applicant assumes that the Applicant will continue to do so in connection with the foreign currency account contract

also handles the Applicant 's personal data, as its deletion has not been notified to date by the

Requested. This assumption of the Applicant was not supported by documents or other evidence

in support.

The Applicant has attached a copy of the following documents:

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Magyar Nemzeti Bank - dated 6 December 2016 - No. [...] order,

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Declaration [...] Of the applicant, dated 13 January 2017,

Applicant - dated June 28, 2017 - Applicant wrote to the e-mail sent on May 22, 2017

reply and the reply of the Applicant dated 12 July 2017,

foreign exchange account agreement.

The Applicant requested the following from the Authority:

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The Authority shall determine whether the foreign currency account in connection with the contract, its

12/27/2008 violated the "Infotv. Section 17 (2)

and the new Infotv. § 20 (c) "as the foreign currency account contract

it was unlawfully retained until 28.06.2017, and to this day, that is

the purpose of data processing has been abolished and the statutory data processing period has expired in 2008, respectively

the Applicant has no other legal basis for the related data processing. (the

hereinafter referred to as point 1 of the application)

The Authority shall determine whether the foreign currency account in connection with the contract, its

12/27/2008 violated the "Infotv. and the new

Infotv. Section 4 (1) - (4), as the principle of purpose limitation and the referenced legislation

violated the principles set out in this provision and the foreign exchange account contract

"Treats it differently from its purpose to this day", despite being subject to legal provisions

only 2008.12. He could have handled it until 27. ('point 2 of the application')

The Authority should establish in relation to the foreign exchange account contract that its

violated the "Infotv. Section 5 (1) a) -b)

and the new Infotv. Section 5 (1) (a) to (b) "by concluding a foreign currency account contract

has nevertheless been unlawfully retained and personal data relating to it are handled by

to date that it would have a legal authority to do so or the Applicant's consent

nor did he add to this data management. ('point 3 of the application')

the Authority shall determine the foreign currency account in connection with the contract

12/27/2008 By the date of retention, the Applicant violated the general

Article 5 of the Data Protection Regulation 1.A., 1.B .; 1.D .; 1.E .; 1.F and (2) by a

the basic requirement of purpose and the key laid down in the cited paragraphs

principles, as the foreign exchange contract referred to is treated differently to date and

handled it until 26.06.2017 although it was only required by law until 27.12.2008

could have handled it. ('point 4 of the application')

The Authority shall determine this in the foreign exchange account agreement and its documentation

that its decision of 27.12.2008 violated the

He requested Article 6 (1) (a) to (c) of the General Data Protection Regulation by stating that a

nevertheless illegally kept the foreign currency account agreement and related to it

handles personal data to this day to be legally authorized to do so, and

Applicant also did not consent to this data processing. (hereinafter referred to as the application)

Point 5)

With reference to the above, the Authority shall oblige the Applicant to comply with the provisions of the Foreign Exchange

Account Agreement and

destruction of its documentation. ('point 6 of the application')

At the request of the Applicant, on the right to self-determination of information and freedom of information

2011 CXII. Pursuant to Section 60 (1) of the Act (hereinafter: the Information Act), NAIH / 2019/6534.

The data protection authority proceedings were initiated on 29 August 2019.

The Applicant issued a request for rectification of the deficiency dated 18 September 2019

In its reply, it submitted that it supported the alleged violations committed by the Applicant

in relation to the facts and evidence, refers to:

The foreign currency account contract on page 4, paragraph 30 specifies that if the contract

within 90 days of signing the account will not be credited, its currency number

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contract is automatically terminated. Given that the invoice is the signing of a contract

The credit was not credited within 90 days after the end of the year.

ceased on. The Applicant has no documents on the termination of the contract, as a

Applicant did not send him such a document. The Applicant attached from the Applicant 2017.

06.28. sent a copy of the contract as an attachment to the reply received on

Code [...] entered by the applicant.

In addition to the above, the Applicant supplemented his application with the following three partial applications, which

largely coincided with what was stated in the Applicant's first submission:

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The Authority shall establish that the Applicant is in connection with the foreign exchange account agreement

infringed Article 5 (1) to (2) of the General Data Protection Regulation because of the purpose

the principle of restraint and the principles set out in that legal provision

violated it because it "treats the foreign exchange account agreement differently from its purpose to this day"

despite the fact that, according to legal provisions, only He could have handled it until 27. (the

hereinafter referred to as point 7 of the application)

The Authority notes with respect to the Foreign Exchange Account Agreement that its

The applicant infringed Article 6 of the General Data Protection Regulation by retaining it after

Article 1 (1) (a) to (c) by keeping the foreign exchange account

it is unlawful and treats your personal information to this day to that end

would have a legal authorization, nor did the Applicant give its consent

for data management. ('point 8 of the application')

With reference to the above, the Authority shall bind the Applicant with the foreign exchange account agreement

and in connection with its documentation, the Applicant is personal

to delete his / her data, as well as to delete the previous [...] address of the Applicant. (hereinafter:
point 9 of the application)

I.2. In addition to the notice of initiation of the procedure, the Authority has two clarifications

invited the Applicant to make a statement on one occasion, to which the

Requested:

I.2.1. Statement of the Applicant dated 8 November 2019, no business secrets

sent in a statement dated 5 February 2020

The Applicant confirmed the Applicant's presumption that the foreign currency account

manages (stores) a contract. The reason for processing data beyond the mandatory retention period is an administrative error,
which did not appear to the Applicant even when the Applicant's right of access

sent a copy of the foreign currency account contract to the Applicant in order to ensure

The Applicant will automatically delete the data stored electronically, on a paper basis

However, although the scope of the contracts to be canceled is automatic,

manual destruction by an administrator.

The Applicant does not store the foreign currency account agreement of the Applicant in electronic form, as the

Applicant started scanning the product dossier of individuals in late 2013, more

stairs. About the fact that the Applicant manages the foreign currency account agreement only on paper

It also informed the Applicant in 2017 and 2018.

A foreign currency account contract - in addition to the fact of the foreign currency account contract and the date of its
conclusion -

does not contain data that the Applicant would not process in relation to the Applicant

legally.

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The Applicant shall submit the original, single copy of the Foreign Exchange Account Agreement on November 8, 2019
destroyed it.

I.2.2. Statement of the Applicant dated 9 January 2020

The contracts to be annulled are administrative in the process of destruction

(administrator) error beyond the retention period of the Applicant's foreign currency account contract data management.

The foreign currency account contract was canceled on November 8, 2019. This was the a single copy of the original foreign exchange account agreement. Separate minutes of cancellation a Applicant did not prepare because in this context NAIH / 2019/6534/5. order no and the signatories to that letter carried out the destruction, so no separate report was drawn up.

The Applicant's personal data relating to the Applicant's name and address are natural on the protection of individuals with regard to the processing of personal data and on the protection of such data repealing Directive (EU) 2016/679 on the free movement of persons and repealing Directive 95/46 / EC pursuant to Article 6 (1) (f) of the General Data Protection Regulation continue to be treated on the basis of a legitimate interest. The Applicant referred in this regard to the general recital 65 of the Data Protection Regulation, according to which personal data - is mandatory beyond its retention period, its further retention may be considered lawful, inter alia, if it is legal compliance with legal obligations and the submission and enforcement of legal claims, and necessary to protect them. The personal data of the Applicant mentioned above are largely in proceedings initiated by the Applicant to protect legal claims handles.

Deletion of the personal data of the Applicant's foreign currency account related to the contract initiated, however, with reference to the Requested proceedings pending in general pursuant to Article 17 (3) of the Data Protection Regulation.

The Applicant has requested from the Authority that the anonymisation / deletion methodology and the names of its banking systems and made available to the Authority treat your consolidated financial statements as business secrets.

I.3. In the exercise of its right of access to the file, the Applicant requested the Authority to issue NAIH / 2019/6534/9. s.
and a copy of the Applicant's reply dated 8 November 2019.

By letter dated 20 November 2019, the applicant amended and expanded his application to 7-9. points of the

According to the following:

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„7. s. official request: I ask the esteemed NAIH to establish that the data controller

[...] The supplement to my foreign currency account contract concluded on 27.09.2000

dossiers (attached as Annexes 1.B and 1C to the application of 18.09.2019), the

On September 27, 2000

knitted

foreign currency account

my contract

in connection with

and

the

old [...] in a foreign exchange account contract

my address, the number of my old identity card, the foreign currency account dated 27.09.2000

number as my referenced personal data after 27.12.2008 or

Infringed Article 5 of the Data Protection Regulation (2016/679) by retaining it after 25.05.2018

1. Paragraphs A, 1.B, 1.C, 1.D, 1.E, 1F and 2, and in particular the purpose limitation

and the key principles set out in those paragraphs,

as my personal data, personal documents referred to in this section for the purpose

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it is treated differently to this day and has been treated until 08.11.2019, although it is required by law

could have managed only until 27.12.2008. "

„No. 8 official request: I ask the esteemed NAIH to establish that the data controller

[...] The supplement to my foreign currency account contract concluded on 27.09.2000

dossiers (attached as Annexes 1.B and 1.C to the application dated 18.09.2019), the

On September 27, 2000

knitted

foreign currency account

my contract

in connection with

and

the

included in a foreign exchange account agreement and included separately in [...] 's systems

my old [...] address, which is also included separately in my systems, the number of my old identity card, a

In connection with the foreign currency account number dated 27.09.2000 as my referenced personal data

By retaining it after 27.12.2008 or after 25.05.2018

Article 6 of the Data Protection Regulation (2016/679) 1.A., 1.B., 1.C. as in this point

my personal data and personal documents referenced are handled differently today

and managed it until 08.11.2019, although it could only have managed it until 27.12.2008. "

„No. 9 Official request: I would like the NAIH to order [...] on 27.09.2000

foreign currency account in connection with additional documentation related to my contract

(attached as Annexes 1B and 1C to the application of 18.09.2019), concluded on 27.09.2000

foreign currency account in connection with my contract and in the foreign currency account agreement and the

[...] My old [...] address, which is included separately in my systems, my old ID number

and my account number under the contract of September 27, 2000 is credible as my personal information

deleted on both paper and digital basis, given that this is personal

the data processing period of my data has expired and to preserve it is lawful or affected by [...]

has no legal basis by delegation. "

The Authority's request for access to the file was granted by the Authority and did not contain business secrets

After sending a copy of the documents, the Applicant will reply on 25 November 2019

sent requests for evidence and comments to the Authority.

The Applicant assumed that the Applicant had scanned the foreign currency account contract, thus

In this context, it requested the Authority to invite the Applicant to make a statement as follows

(Evidence No. 1):

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when you scanned the foreign currency account agreement,

why you did not notify the Authority of this fact,

whether it manages the foreign exchange account agreement digitally,

if you don't handle it, when you canceled it and how you can prove it in a credible way.

On 11 March 2020, the Applicant again inspected the business of the proceedings at the seat of the Authority

non-confidential - and then by letter to the Authority dated 29 March 2020

comments and, in part, the same motions of evidence as before and more recently

also submitted a motion for proof.

In its statement of 25 November 2019, the Applicant indicated that the Applicant had a - a

In Case No. [...] before the Authority, he stated that the Applicant

scanned the Applicant's signature sample in connection with the contract, so that in 2000

scanned a sample signature in 2002. From this, the Applicant concluded that

is likely to still store the signature sample in the Requested, and it is likely that the

foreign exchange account contract was also scanned by the Applicant at that time. The Applicant a

did not provide any evidence to substantiate its allegations.

The Applicant has requested the Authority to invite the Applicant again to make a statement and request

information on when the foreign currency account contract has been terminated. (Proof No. 2)

Furthermore, the Applicant claims that it is excluded that the Applicant did not scan the

the general procedure for the Applicant is that all contracts must be submitted scan.

The Applicant also requested to be heard by the Chairman of the Board of Directors of the Applicant in order to declare that it is indeed the general procedure of the Applicant that all contract must be scanned. (Evidence No. 3)

The Applicant also requested that the Authority request from the Applicant from June 2017 to November 2019 records of archival queries for the period between would be that the Applicant does not actually manage the Applicant's foreign currency account contract, but store it electronically (Evidence 4) and also requested by the Applicant in this connection, that the Authority also hear [...] as a witness (Evidence No. 5).

The Applicant objected in his remark that the Applicant had not provided any evidence of the cancellation of a foreign exchange account contract, merely stated the fact of cancellation.

II. Applicable legal provisions

On the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC

Covered by Regulation (EU) 2016/679 (hereinafter referred to as the General Data Protection Regulation) 2011 on the right to information self-determination and freedom of information

CXII. Pursuant to Section 2 (2) of the Information Act (hereinafter: the Information Act), the General Data Protection Act This Regulation shall apply with the additions set out therein.

Article 4 (1) of the General Data Protection Regulation "personal data" means identified or identifiable any information relating to a natural person ("data subject"); identifiable by that natural a person who, directly or indirectly, in particular by means of an identifier such as a name, number, location data, online identification or physical, physiological, genetic, on the basis of one or more factors relating to his or her intellectual, economic, cultural or social identity identifiable.

Personal data pursuant to Article 5 (1) (b) of the General Data Protection Regulation

collected for specified, explicit and legitimate purposes and not processed

in a way incompatible with those objectives; ("Purpose limitation")

Processing of personal data under Article 6 (1) of the General Data Protection Regulation

lawful only if and to the extent that at least one of the following is met:

(a) the data subject has given his or her consent to the processing of his or her personal data for one or more specific purposes

treatment;

(b) processing is necessary for the performance of a contract to which one of the parties is a party;

or to take action at the request of the data subject prior to the conclusion of the contract

required;

(c) processing is necessary for compliance with a legal obligation to which the controller is subject;

(d) processing is in the vital interests of the data subject or of another natural person

necessary for its protection;

(e) the processing is in the public interest or a public authority vested in the controller

necessary for the performance of the task

(f) processing for the legitimate interests of the controller or of a third party

necessary, unless the interests of the data subject take precedence over those interests

or fundamental rights and freedoms which call for the protection of personal data,

especially if the child concerned.

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Point (f) of the first subparagraph shall not apply to the performance of their duties by public authorities

data management during

Pursuant to Article 17 (1) (b) of the General Data Protection Regulation, the data subject is entitled to

that, at his request, the controller deletes his personal data without undue delay

data, and the controller is obliged to provide personal data concerning the data subject

delete it without undue delay if the data subject withdraws the authorization referred to in Article 6 (1) (a).

consent to the processing, and there is no consent to the processing

other legal basis.

Article 25 of the General Data Protection Regulation:

The controller shall keep the state of the art and the cost of implementation and the costs of implementation

the nature, scope, circumstances and purposes of the processing and the rights of natural persons; and

taking into account the varying degrees of probability and severity of the risk to their freedoms

in determining the method of data management as well as in the course of data management

carry out technical and organizational measures, such as pseudonymisation, aimed at

data protection principles, such as the effective implementation of data protection;

necessary to meet the requirements of this Regulation and to protect the rights of data subjects

incorporating guarantees into the data management process.

2. The controller shall implement appropriate technical and organizational measures

to ensure that only such personal data is processed by default

necessary for the specific purpose of the processing. That is the obligation

applies to the amount of personal data collected, the extent of their processing and the duration of their storage

and their accessibility. These measures must, in particular, ensure that:

personal data by default without the intervention of a natural person

become accessible to an indefinite number of persons.

3. An approved certification mechanism in accordance with Article 42 may be used to demonstrate this

that the controller complies with the requirements set out in paragraphs 1 and 2 of this Article.

Pursuant to Article 58 (2) (b), (c) and (i) of the General Data Protection Regulation

acting within the corrective power of the competent authority:

(b) reprimands the controller or the processor if he or she is acting in a data-processing capacity

has infringed the provisions of this Regulation;

(c) instruct the controller or processor to comply with this Regulation

the exercise of his rights under this Regulation;

(i) impose an administrative fine in accordance with Article 83, depending on the circumstances of the case in addition to or instead of the measures referred to in this paragraph.

Pursuant to Article 83 (1) of the General Data Protection Regulation, all supervisory authorities ensure that any breach of this Regulation referred to in paragraphs 4, 5 and 6 the administrative fines imposed shall be effective, proportionate and dissuasive in each case be strong.

Pursuant to Article 83 (2) of the General Data Protection Regulation, administrative fines are imposed by referred to in Article 58 (2) (a) to (h) and (j), as the case may be should be imposed in addition to or instead of measures. When deciding if it is necessary to impose an administrative fine or to determine the amount of the administrative fine in each case due account shall be taken of the following:

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(a) the nature, gravity and duration of the breach, taking into account the processing in question the nature, scope or purpose of the infringement and the number of persons affected by the infringement; the extent of the damage they have suffered;

(b) the intentional or negligent nature of the infringement;

(c) the mitigation of damage caused to the data subject by the controller or the processor any measures taken to

(d) the extent of the responsibility of the controller or processor, taking into account the and the technical and organizational measures taken pursuant to Article 32;

(e) relevant infringements previously committed by the controller or processor;

(f) the supervisory authority to remedy the breach and the possible negative effects of the breach the degree of cooperation to alleviate

(g) the categories of personal data concerned by the breach;

(h) the manner in which the supervisory authority became aware of the infringement, in particular

whether the controller or processor has reported the breach and, if so, what

in detail;

(i) if previously against the controller or processor concerned, in the same

one of the measures referred to in Article 58 (2) has been ordered orally

compliance with revolving measures;

(j) whether the controller or processor has kept itself approved in accordance with Article 40

codes of conduct or approved certification mechanisms in accordance with Article 42;

and

(k) other aggravating or mitigating factors relevant to the circumstances of the case, such as

financial gain gained or avoided as a direct or indirect consequence of the infringement

loss.

Infotv. Pursuant to Section 60 (1), the right to the protection of personal data

the Authority shall, at the request of the data subject,

to initiate proceedings.

Unless otherwise provided in the General Data Protection Regulation, data protection was initiated upon request

CL of the General Administrative Procedure Act 2016. Act (a

hereinafter referred to as the Act) shall apply with the exceptions specified in the Infotv.

The Ákr. Pursuant to Section 27 (2), the authority shall ensure that the secrecy and

other data protected by law (hereinafter together: protected data) shall not be disclosed, nor

to an unauthorized person and the protection of such protected data as provided by law a

in the proceedings of the competent authority.

The Ákr. Pursuant to § 36, the application is submitted by the customer in writing or in person

a statement requesting that a right be instituted or a decision of the authority be granted, or

legitimate interest. Infotv. 60. (2) of the Data Protection Act

request for the initiation of an official procedure pursuant to Article 77 (1) of the General Data Protection Regulation

may be submitted in the case provided for in Article 77 (1) of the General Data Protection Regulation

Subject to paragraph 1, any person concerned shall have the right to lodge a complaint with a supervisory authority if: the data subject considers that the processing of personal data concerning him or her violates the general data protection regulation.

Pursuant to Section 62 (4) of the Act, the authority is free to choose the method of proof, and a assess the available evidence in its sole discretion.

The Ákr. Pursuant to Section 46 (1) (a), the authority shall reject the application if the procedure there is no statutory condition for initiating proceedings, and this law is different does not impose any legal consequences, Ákr. Pursuant to Section 47 (1) (a), the authority shall initiate the procedure
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terminate if the application had been rejected, but the reason is the procedure became known to the authority after its initiation.

LIV of 2018 on the protection of business secrets. Act (hereinafter: Business Secret) § 1 (1)

business secrets relating to an economic activity in its entirety, or not known as a whole or carrying out the economic activity concerned a fact which is not easily accessible to

information, other data and compilation thereof, the confidentiality of which shall be: the holder of the secrecy demonstrates the conduct normally expected in a given situation.

III. Decision

III.1. Data management before May 25, 2018

The Authority shall only apply for the requested data processing after 25 May 2018 can make statements in connection with data management, so Ákr. Section 47 (1) (a) to examine the data management of the period before 25 May 2018 - the “old Infotv.

§ 4; to establish a violation of Section 5 and Section 17 (2) (d) ”

terminated the procedure on the ground that the application did not comply with Infotv. Section 60 (2) as this part of the requested data processing period is general

Data Protection Regulation was not yet applicable, so before it before the Authority

cannot be initiated on the basis of a request for an official data protection procedure.

III.2. Data management after May 25, 2018

III.2.1. Paragraph 1 of the Applicant's application sought the Authority to establish that a

In connection with the foreign currency account contract concluded on September 27, 2000, its December 27, 2008 after the day

violated the "Infotv. § 20 (c) ", as the foreign currency account

contract was unlawfully retained until 28.06.2017 and to this day, even though

the purpose of data processing has ceased and the statutory data processing period has expired in 2008, and a

The applicant has no other legal basis for data processing in this regard.

It has necessarily changed since the General Data Protection Regulation became applicable

Infotv. the scope of its provisions relating to the protection of personal data. The "new Infotv."

ie the Infotv.

year CXII. amending the law in connection with the data protection reform of the European Union, and

Act XXXVIII of 2018 amending other related laws. Act (hereinafter:

Paragraph 2 (2) of the Act amending the Act of Accession of the

processing of personal data covered by the General Data Protection Regulation

data protection decree in the Infotv. with the additions specified in its provisions

apply. These do not include the provisions referred to in the Applicant's application.

Given that this part of the Applicant's application is manifestly unfounded, as Infotv.

provisions of the Applicant that are supposed to be violated by the Applicant - Infotv. § 20 (c) - the application on this

The Applicant did not have to apply for the data processing that is the subject of the application, therefore the Authority is the request

he rejected this part.

III.2.2. Paragraph 2 of the Applicant's application sought the Authority to establish that a

foreign currency account in connection with the contract, its 27.12.2008 after the date of retention

violated the "new Infotv. § 4 (1) - (4) ", as the principle of purpose limitation

and infringed the principles set out in that provision, and

foreign exchange account contract is “treated differently from purpose to date”, despite being statutory only in accordance with the provisions of He could have handled it until 27.

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The previous III.2.1. For the reasons set out in point (a), the Authority considers this manifestly unfounded part also rejected it because Infotv. provisions in force by the Applicant - Infotv.4. § - the Applicant did not have to apply the data processing that is the subject of the application.

III.2.3. Paragraph 4 of the Applicant's application sought the Authority to establish a foreign exchange account in connection with the contract that its after the date of retention of the Applicant violated Article 5 of the General Data Protection Regulation. Article 1.A., 1.B .; 1.D .; 1.E .; 1.F and (2) by laying down the basic requirement of purpose and set out in the cited paragraphs key principles, as the foreign exchange contract referred to is treated differently to this day and handled it until 26.06.2017, although it could only handle it until 27.12.2008, according to the legal requirement would be.

2017 on the prevention and deterrence of money laundering and terrorist financing.

year LIII. in accordance with the provisions of Section 57 (1) of the Act on Business Relationships

The Applicant is obliged to keep the personal data processed in this context for 8 years.

Pursuant to Section 169 (2) of Act C of 2000 on Accounting, you must retain for a period of 8 years a Applicant's contracts as accounting documents.

The Applicant confirmed the Applicant's presumption that the foreign currency account handled (stored) the contract beyond the statutory retention period. The mandatory

The reason for the processing beyond the retention period was an administrative error by the administrator, so the Authority

On the basis of the statements made by the applicant, it was established that during its data management process, the

It is unlawful to infringe Article 5 (1) (b) of the requested general data protection regulation

data processing was caused by the Applicant's omission or negligence, so the Authority partially approves the

The applicant's request to establish Article 5 (a) of the General Data Protection Regulation

injury.

The Authority is of the opinion that the argument concerning the clerical error does not relieve the from the responsibility of the controller, given that Article 4 (7) of the General Data Protection Regulation Pursuant to point 1, the Applicant is considered to be a data controller and not an employee. The Applicant is who organizes the process of data management and creates its conditions, not that clerks. The most important feature of a data controller is that it has meaningful decision-making authority has and is responsible for the handling of all data of the general data protection compliance with the obligation laid down in this Regulation.

The Working Party on Data Protection set up under Article 29 of the Data Protection Directive (hereinafter Working Party on Data Protection) 1/2010 on the concept of "controller" and "processor". number in its opinion, it also stated that "Ultimately, the company or body should be held liable for data processing and obligations under data protection law, unless clear elements suggest that a natural person is responsible. [...] However, such even in cases where a specific natural person is appointed to ensure data protection principles or to process personal data, this person will not be a data controller, but acts on behalf of the legal person (company or public body) which as data controller in the event of a breach of the principles. " By the clerk

The fact that the data was recorded incorrectly does not therefore constitute an excuse, in this case too the data controller is responsible.

On the basis of all this, the unlawful data processing beyond the mandatory retention period is requested by the Applicant as responsibility of the controller. Article 25 of the General Data Protection Regulation requires that the data controller is properly technical and organizational throughout the data management process take measures to ensure that, by default, only such

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personal data which are relevant to the specific purpose of the processing are required.

In relation to the above, the Authority is subject to the provisions of Article 5 of the General Data Protection Regulation
infringement of Article 5 (1) (b), Article 5 requested by the Applicant

Infringement of the provisions of paragraph 1 (a), (c), (d), (e), (f) and (2) during the mandatory custody period
therefore cannot be established in the context of data processing beyond the request of the Applicant
rejects this part.

III.2.4. Paragraph 4 of the Applicant's application sought the Authority to establish a
foreign exchange account in connection with the contract that its after the date of retention
violated the Requested "new Infotv. Section 5 (1) (a) to (b) "by stating that the foreign currency account
contract was nevertheless unlawfully retained and personal data relating to it
manages to this day that it would have a legal authority to do so and the Applicant's consent
nor did he add to this data management

The previous III.2.1. For the reasons set out in point (a), the Authority considers this manifestly unfounded part
also rejected it because Infotv. provisions of the Applicant that are supposed to be violated by the Applicant - Infotv. § 5 - the
Applicant did not have to apply the data processing that is the subject of the application.

III.2.5. Paragraph 5 of the Applicant's application sought the Authority to establish that a
"By violating the foreign exchange account agreement after 27.12.2008, the applicant violated the
Article 6 1.A of the General Data Protection Regulation; 1.B ; 1.C. without his consent
treats to this day ".

A III.2.4. in accordance with the findings set out in point 1 above, that the Applicant confirmed the
Applicant's presumption that the foreign currency account contract is required by law
beyond the mandatory retention period without a legal basis - the Authority found that
In accordance with Article 6 (1) of the General Data Protection Regulation, the
also infringed paragraph

III.2.6. Paragraph 6 of the Applicant's application was directed that the Authority should oblige the Applicant to a
to cancel a foreign currency account agreement.

The foreign currency account contract was canceled on November 8, 2019. Separate minutes

the cancellation was not made by the Applicant, because in this connection NAIH / 2019/6534/5. case number in its reply to the order, and given that that letter the signatories carried out the destruction, so no separate report was drawn up.

The Authority accepted the statement of the Applicants regarding the cancellation with reference to Ákr. § 64 (1), according to which, if not excluded by law, the customer may replace the missing evidence if it is not possible to obtain it.

III.2.7. Paragraphs 7 and 8 of the Applicant's application sought the Authority to establish that infringement of Article 5 (1) to (2) of the General Data Protection Regulation and Article 6 (1) (a) to (c) in connection with the processing of the data subject by the identity card number, account number of the Applicant according to the contract of 27.09.2000)

The Applicant has stated that the currency number of the contract is a single copy however, the Applicant pointed out that he had attached it to his initial application also indicated in the letter that the Applicant together with the foreign exchange account contract and attached to it Also submitted a document entitled "Individual Account Holder Master Data Report / Modification" for which, among other data, the identity card number, account number and old address was also indicated. The Applicant sent to the Authority - retained after the deadline in its statement on the cancellation of the contract - did not state that this was the foreign currency account

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a document related to the contract, the retention period of which is the custody of the account agreement adjusted to its time, also destroyed it.

The Authority found that in view of the fact that the document referred to by the Applicant was is related to a contract stored beyond the retention period, so the Applicant will do so together with the contract also kept the document out of time, without any legal basis, in breach of Article 6 (1) of the GDPR, therefore, the Authority granted the applicant's request. Furthermore, in view of the fact that the Applicant a together with the annulment of the contract stored beyond the deadline, did not declare the contract stored beyond the deadline

also infringed Article 5 (2) of the GDPR.

III.2.8. Paragraph 9 of the Applicant's application was intended to oblige the Applicant to a
in connection with the foreign exchange account agreement and the related documentation
to delete his personal data, including the previous address of the Applicant, ie [....].

The Applicant stated that a single copy of the invoice agreement was stored out of time
however, he did not state that he had also deleted the related data sheet.

A III.2.7. For the reasons set out in Article 17 (3) (c) and (e) of the GDPR, the Authority
Grants the present part of the Applicant's application and instructs the Applicant to
to delete all documentation of a contract stored out of time.

III.3. Treatment as a trade secret

III.3.1. Anonymisation / deletion methodology used by the Applicant, name of banking systems

The Applicant's anonymisation / deletion methodology, as well as the banking method used by it
publication of the names of the schemes in either the General Data Protection Regulation or the
is not required by law, and therefore the Applicant, in its sole discretion, will keep this business a secret
the Authority will grant the Applicant's request in this respect.

III.3.2. Consolidated annual accounts provided to the Requested Authority

Section 154 (1) of Act C of 2000 on Accounting (hereinafter: the Accounting Act)

Under each double-entry bookkeeping manager, the annual accounts and the simplified annual accounts are required
report, in the case of a statutory audit, the audit clause or the clause
published together with an independent audit report, including a refusal to grant

With reference to the above, the Applicant, as the contractor keeping the double-entry bookkeeping by the Authority
The Authority will not treat the consolidated annual accounts made available to it as business secrets, as
is Accounting TV. on the basis of public data and therefore to be treated as a trade secret by the Requested
The Authority shall reject the relevant part of its application.

III.4. Petitions 1, 2, 3, 4, 5 submitted by the Applicant - motions for proof

The Applicant foreign exchange account contract presented in his petition

occurred at the same time as the scan - assumption of scanning only

probable, he could not substantiate it with evidence, as the Applicant is the sample signature

concluded from the scan that the Applicant also had a foreign exchange contract

however, scanning the signature sample does not result in a contract

scanning, and since the Ákr. Pursuant to Section 62 (4), the authority is free to choose

the method of proof and the evidence available in its sole discretion

therefore did not consider it necessary to clarify the facts. The Applicant - a

Contrary to the Applicant's claim, which the Applicant could not prove - he stated that the

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does not store or have stored a foreign currency account contract, it also informed the Applicant in 2017

and in 2018. Statement of the applicant regarding the scanning of the foreign currency account contract

just an unproven statement.

The Ákr. With reference to Section 62 (4), the Authority did not consider it justified to

In connection with his request for proof no

in the context of the examination of the circumstances proposed by the Applicant, as the

Applicant acknowledged that it had kept the Applicant's foreign currency account contract overdue, i.e.

therefore, it is not justified to examine the date of termination of the contract.

Furthermore, the Applicant No. 1, 3, 4, 5. written in his motion for proof, so the Requested Contracts

nor is it necessary to examine the general practice of scanning

procedure initiated upon request, does not examine the general practice of the Applicant and the general practice

examination of what happened in the individual case does not necessarily provide an explanation, as the Applicant

expressly stated that by storing the Applicant's foreign currency account contract

there was a unique administrative error in this context.

III.5. Legal consequences

The Authority granted the Applicant's request in part and Article 58 of the General Data Protection Regulation

(2) (b) condemns the Applicant for violating the general

Article 5 (1) (b) of the Data Protection Regulation and Article 6 (1) of the General Data Protection Regulation.

for the purpose of storing the foreign exchange account contract without a proper purpose and legal basis, and

the Applicant violated Article 5 (2) of the GDPR and ordered in this connection that

that the deletion of documentation relating to a contract which has already been destroyed and which has been stored out of time

also make a statement.

The Authority examined of its own motion whether a data protection fine against the Applicant was justified.

imposition. As to whether the imposition of a data protection fine is justified, the Authority

Acting in accordance with the discretion based on the law, Infotv. Section 61 (1)

paragraph a) of the Infotv. 75 / A. And Article 58 (2) of the General Data Protection Regulation

paragraph.

The Authority considers the following circumstances to be relevant in relation to the non-imposition of a fine

considered as an attenuating circumstance:

-
-

In the context of cooperation with the Authority, it was assessed that the Applicant had identified the error

measures to eliminate unlawful data processing (General Data Protection Act)

Article 83 (1) (f) of the Regulation)

The Applicant is more complex, broadly repetitive, but different in smaller details

has applied for and continues to apply for the exercise of the rights of the data subject

To an applicant, making it almost untraceable which application was aimed at exactly what.

The serial submission of these applications makes it difficult and slower for your applications to be accurate and

proper assessment and performance by the Applicant. With these requests

In this context, 48 data protection authorities and investigations were initiated before the Authority

At the request of the Applicant, based on his complaint, which number clearly indicates that the Applicant a

imposes a heavy workload on the Applicant with his / her ongoing requests.

ARC. Other issues

The powers of the Authority shall be exercised in accordance with Infotv. Section 38 (2) and (2a) determine the jurisdiction of the country

covers the whole territory.

The present decision of the Authority is based on Art. 80-81. § and Infotv. It is based on Section 61 (1). The decision is Ákr. Pursuant to Section 82 (1), it becomes final upon its communication.

The Ákr. Pursuant to Section 112 (1), Section 114 (1) and Section 116 (1) by decision opposite and Ákr. Section 112 (2) (d), Section 114 (1) and Section 116 (1) there is a right of appeal against the order through an administrative action.

The rules of the administrative lawsuit are set out in Act I of 2017 on the Rules of Administrative Procedure (a hereinafter: Kp.). A Kp. Pursuant to Section 12 (1) by decision of the Authority

The administrative lawsuit against the court falls within the jurisdiction of the court Section 13 (3) a) Pursuant to point (aa) of the Act, the Metropolitan Court has exclusive jurisdiction.

A Kp. Pursuant to Section 27 (1) (b), in proceedings falling within the jurisdiction of the General Court, the representation is mandatory. A Kp. Pursuant to Section 39 (6), the filing of an application is administrative shall not have suspensory effect. "

A Kp. Section 29 (1) and with this regard Pp. Applicable in accordance with § 604, electronic CCXXII of 2015 on the general rules of administration and trust services. Act (a hereinafter: E-Administration Act), the client's legal representative pursuant to Section 9 (1) (b) obliged to communicate electronically.

The time and place of the submission of the application is Section 39 (1). The Information on the simplified lawsuit and the possibility to request a hearing can be found in the CC. It is based on Section 77 (1) - (2) and Section 124 (5). The fee for an administrative lawsuit XCIII of 1990 on levies. Act (hereinafter: Itv.) 45 / A. § (1)

Define. From the advance payment of the fee, the Itv. Section 59 (1) and Section 62 (1)

Paragraph 1 (h) shall release the party instituting the proceedings.

Budapest, June 25, 2021

Dr. Attila Péterfalvi

President

c. professor