

□ Procedure No.: PS/00348/2020

RESOLUTION R/00552/2020 TERMINATION OF THE PROCEDURE FOR PAYMENT
VOLUNTEER

In sanctioning procedure PS/00348/2020, instructed by the Spanish Agency for
Data Protection to VODAFONE ESPAÑA, S.A.U., given the complaint filed
by A.A.A., and based on the following,

BACKGROUND

FIRST: On October 15, 2020, the Director of the Spanish Agency for
Data Protection agreed to initiate a sanctioning procedure against VODAFONE
SPAIN, S.A.U. (hereinafter, the claimed party), through the Agreement that is transcribed:

<<

Procedure No.: PS/00348/2020

935-200320

AGREEMENT TO START A SANCTION PROCEDURE

Of the actions carried out by the Spanish Agency for the Protection of
Data and based on the following:

FACTS

FIRST: Ms. A.A.A. (hereinafter, the claimant) dated May 31, 2019
filed a claim with the Spanish Data Protection Agency. The
claim is directed against Vodafone Spain, S.A.U. with NIF A80907397 (in
hereinafter, the claimed or Vodafone).

The reasons on which the claim is based are that a portability of the
telephone ***TELÉFONO.1 from Movistar to Vodafone. That the claimant warned
both companies that it was a fraudulent act since she had not done

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that request, but someone had usurped their data to process said portability.

However, the portability took place on April 4, 2019 and has not got a response from the aforementioned operators.

Request that the telephone number return to Movistar and that Vodafone cancel the data of the claimant, and that the person usurping their data be sanctioned processed the portability through the Vodafone office located on the street ***ADDRESS 1.

And, among other things, it provides the following documentation:

- ☐ Copy of claim sheet against Vodafone.
- ☐ Copy of "Fraud Team Complaint Form" signed and dated

04/12/2019 where the Vodafone logo appears, the facts mentioned and the following manifestations:

- o That he is not a Vodafone customer.
- o That the line belonged to the husband.
- o That the claimant requests that her line ***TELÉFONO.1 return to Movistar.

- ☐ Copy of letter addressed to Vodafone sent by the claimant dated 10

April 2019 where it appears, among others:

- o That he went to the Vodafone store at ***ADDRESS.2 on the 3rd of april. That he did not receive any collaboration or clarification and the portability

It was carried out as planned, on April 4, 2019.

o Cancel portability and delete your data.

o That he is not and has not been a Vodafone customer.

☐ Copy of claim in the OMIC dated 04/08/2019 being the claimed Vodafone.

☐ Copy of claim in the OMIC dated 04/08/2019 being the claimed

Movistar requesting that they correct the error and carry out a retroportability.

☐ Copy of certificate No. ***ATESTADO.1 dated April 12, 2019 and signed by the complainant.

☐ Copy of Vodafone's response to the claim filed with the

OMIC where it is stated that "Once the facts that it exposes in

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name of Ms. A.A.A., we inform you that a request for

portability on April 2, 2019 with change of owner through store

***STORE.1, for more information you can contact them directly."

☐ Copy of the Claim filed with the Secretary of State for

Telecommunications and their resolution.

☐ Copy of the Vodafone Resolution of 12/10/2019.

☐ Resolution of the Secretary of State for Digital Advancement of 11/15/2019.

SECOND: In view of the facts denounced in the claim and the

documents provided by the claimant / of the facts and documents of which he has

had knowledge of this Agency, the Subdirector General for Data Inspection

proceeded to carry out preliminary investigation actions for the

clarification of the facts in question, by virtue of the investigative powers granted to the control authorities in article 57.1 of the Regulation (EU) 2016/679 (General Data Protection Regulation, hereinafter RGPD), and in accordance with the provisions of Title VII, Chapter I, Second Section, of the Law Organic 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights (hereinafter LOPDGDD).

As a result of the research actions carried out, it is confirmed that the data controller is the claimed party.

In addition, the following extremes are noted:

On July 9, 2019, the complaint was transferred to Vodafone España, S.A.U., in the proceedings with reference E/06764/2019. The notification is performed electronically through notific@. No response received.

On July 9, 2019, the complaint was transferred to Telefónica Móviles España, S.A.U., in the proceedings with reference E/06764/2019. The notification is made electronically through notific@.

On July 24, 2019, Telefónica Móviles España, S.A.U. refer to this Agency the following information and statements:

1. That on April 2, 2019 they receive a portability request from Vodafone as receiving operator regarding the line ***TELEPHONE.1

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2. That as a consequence, they send an SMS notification to the complainant indicating that the portability will be carried out on April 4,

2019 offering you the possibility of contacting the

***PHONE.2 if you do not want to change companies.

3. That the complainant states that she has not requested portability by providing

a contact number to request the cancellation being the receiving operator,

in this case Vodafone, who has to cancel it.

4. That they did not receive any communication from the receiving operator

informing of the annulment of the portability so that on April 4th

carried out portability.

5. That the complainant contacted them to request retroportability

indicating that the change of operator had been made without their consent.

6. That, according to the portability operation, the cancellation process must be

launched by the receiving operator at the request of the client. That

This procedure was requested repeatedly, but was denied by

Vodafone, as the line does not appear, in the aforementioned company, in the name of the

complainant, consequently appearing as a cause of denial of the

retroportability, that the fiscal identifier does not correspond to the MSISDN

entered (IDENT).

Provide a screenshot where it appears:

☐ The title "Consult Portability"

☐ A record with the data:

o Application date: 04/04/2019 11:06:00

or MSISDN: ***PHONE.1

o The fields corresponding to name and surname contain the

of the complainant.

o Status Code: Registration denied.

o Cause Status: IDENT

1. That the complainant filed a claim with the OMIC of the City Council of

***LOCATION.1 dated April 8, 2019, regarding which the

written response dated June 20, 2019.

2. That the portability request was made from Vodafone as the operator

recipient, not from TME as donor operator, so in the event of

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having suffered identity theft, it is in the receiving operator where

they understand the incident has occurred.

On November 25, 2019, Vodafone Spain, S.A.U. refer to this

Agency the following information and statements:

1. That there is a contract dated April 4, 2019, date of portability,

made with Vodafone together with a request for change of ownership, appearing

currently said line in the systems in someone else's name.

2. That the operation was carried out in compliance with all the requirements

appropriate and security measures to be considered correct portability and

not fraudulent.

3. That the complainant must ensure the security of her personal data and

take precautions so that a third party does not have access to them.

4. That currently there is no data related to the complainant in the

Vodafone systems and databases.

A copy of the letter addressed to the complainant dated November 21 is provided

of 2019.

Screenshots of the Vodafone systems are provided where it appears

among other data:

□

ticket ***TICKET.1

o creation date: 08/27/2019

or the text "Comments: As of 04/04/2019, it is requested

portability of the service ***PHONE.1 in the name of A.A.A.

with DNI ***NIF.1 (claimant and former owner of the service)

but with a change of ownership in favor of B.B.B. ***Current NIF.2

service owner.

The owner A.A.A. indicates that it has been without your consent and

requests that his number be returned to him so that he can carry it to

your previous operator.

We check that the service contract appears in docuweb

with the data for the claimant's portability request

A.A.A.."

□ "Vodafone Customer Interaction Manager" screen where the

DNI number of the complainant in the NIF section within the subwindow

of "Search Criteria" which also contains the message "There is no

results for those search criteria"

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On February 5, 2020, Vodafone Spain, S.A.U. refer to this

Agency the following information and statements:

1. That the contract was signed through the distributor ***STORE.1

A copy of the contract signed by the client and dated April 2, is provided.

2019 where it is stated, among other data:

☐ Name of the point of sale: ***STORE.1 with CIF B76640135

☐ In the "Client/Hiring Company" section:

o NIF: ***NIF.2

o Name: B.B.B.

o Surnames: B.B.B.

☐ In the "Change of Owner" section:

o Name and surnames of the former holder: the name and surnames
of the complainant.

o NIF: contains the NIF of the complainant.

o Contact phone: ***PHONE.1

There is no signature in the box entitled "Former owner signature"

☐ In the "Portability" section:

o Mobile number: ***PHONE.1

o Donor operator: Movistar

☐ There is a note at the bottom of the contract with the text:

"Data marked with an asterisk (*) are required. The client
declares that the information provided is correct and that he has read, knows and
accepts in its entirety the rates that have been delivered, the
service information that has been provided, as well as the
conditions contained in this document, which govern your
relationship with Vodafone. "

1. That, at all times, the person who completed the information that allowed the

portability was identified as Ms. A.A.A., being provided in that sense the identity document that allowed the processing of portability.

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2. That Vodafone acted under the guidelines stipulated in the Security Policy internal for the contracting of lines in the contracting modality through distributor.

A copy of the Security Policy is provided in which:

☐ It includes, among other things, the following text:

“When by process it is appropriate to refer the client to a store

Vodafone and the holder cannot attend in person, they may do so person on your behalf.

If the management to be carried out requires passing the Security Policy, the

Non-holder person who attends, must provide the access code of customer service or all the following data of the owner:

ID

Billing Address

Last 4 digits of the bank account (if you have a direct debit bill)

Except SIM changes. In the sim changes in the store it is

It is mandatory for the holder to come with the Identity Document (DNI-NIE) original to be able to change the SIM.”

☐ There is a table of scenarios of "When" to apply Security Policies

Security and what Security Policy is needed in each scenario.

1. That when asked in request for information about the “documentation collected in the contract to prove the identity of the new holder of the line and to prove the identity of the claimant.” Vodafone answers: “The Agency requests from Vodafone "Copy of documentation collected in the hiring to prove the identity of the new holder of the line and to prove the identity of the claimant. According to the documentation has been able to collect my represented regarding the portability object of analysis in this request, it corresponds to the contract on which has been previously provided in this writing as Document I.”

2. That they have verified that there are no portability cancellation requests by the complainant before it occurred on date 4 April 2019. However, they have verified that there is an interaction of the day April 4, 2019 in which there is an attempt to carry out a portability the which is canceled because the data does not match. That the reason for the rejection is “NIF of the Portability Request does not coincide with the one that appears in the File of the Client”

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3. That on August 20, 2019 they received a claim filed by the complainant before the SETSI body. That they proceeded to answer the SETSI stating that the portability of the service claimed had been carried out complying with the security filters in force and that despite the complainant could request the portability of the service claimed to the operator again

what you wanted

A letter addressed to the User Service Office of

Telecommunications dated August 27, 2019, stating as

claim ***CLAIM.1

4. That on December 3, 2019 they received a new claim

filed by the complainant before the SETSI body. who proceeded to

reply to the complainant.

A copy of the letter dated December 10, 2019 and addressed to the

complainant stating:

"We are writing to you in compliance with the estimated resolution in your favor,

with file number ***CLAIM.1

We wish to inform you that, as established in said resolution, the

Mrs. Peña can request the portability of the claimed service to the operator that

you wish, you must provide in the application the data of the holder in Vodafone B.B.B.

with DNI NIF.2 which are the ones that appear in the contract that we attach

At the time of portability to another operator, you can request a change of

desired owner.

On the other hand, we indicate that there is no record of billing issued in the name of Ms.

A.A.A. Therefore, no type of adjustment is appropriate in this regard."

Resolution of the SETSI, dated November 15, 2019, where it is

recognizes the claimant's right to obtain immediate withdrawal from the service not

requested, as well as not to pay the invoices that may have been issued by Vodafone.

Likewise, the claimant's right to return to the operator will be recognized.

of origin, and regarding the change of ownership, not carried out by the operator,

estimate the claim, and the operator must proceed to definitively manage

the change of ownership allowing the claimant to return with his operator of

source.

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FOUNDATIONS OF LAW

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By virtue of the powers that article 58.2 of the RGPD recognizes to each control authority, and according to the provisions of articles 47 and 48 of the LOPDGDD, The Director of the Spanish Agency for Data Protection is competent to initiate and to solve this procedure.

II

Article 58 of the RGPD, “Powers of Attorney”, says:

“2 Each supervisory authority shall have all of the following powers

corrections listed below:

(...)

b) sanction any person responsible or in charge of the treatment with a warning when the treatment operations have violated the provisions of this Regulation;

(...)

d) order the person in charge or in charge of the treatment that the operations of treatment comply with the provisions of this Regulation, where appropriate, in a certain way and within a specified period.

(...)

i) impose an administrative fine in accordance with article 83, in addition to or instead of the

measures mentioned in this section, depending on the circumstances of the case

particular

(...)"

III

The RGPD deals in its article 5 with the principles that must govern the

treatment of personal data and mentions among them that of "lawfulness, loyalty and

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transparency". The provision provides:

"1. The personal data will be:

a) Treated in a lawful, loyal and transparent manner in relation to the

interested party (<<legality, loyalty and transparency>>);"

Article 6 of the RGPD, "Legality of the treatment", details in its section 1 the

assumptions in which the processing of third party data is considered lawful:

"1. The treatment will only be lawful if at least one of the following is met

conditions:

a) the interested party gave their consent for the processing of their data

personal for one or more specific purposes;

b) the treatment is necessary for the execution of a contract in which the

interested party is a party or for the application at the request of the latter of measures

pre-contractual;

(...)"

The infraction for which the claimed entity is held responsible is

typified in article 83 of the RGPD that, under the heading “General conditions for the imposition of administrative fines”, states:

"5. Violations of the following provisions will be sanctioned, in accordance with section 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:

a) The basic principles for the treatment, including the conditions for the consent under articles 5,6,7 and 9.”

The Organic Law 3/2018, on the Protection of Personal Data and Guarantee of the Digital Rights (LOPDGDD) in its article 72, under the heading "Infringements considered very serious" provides:

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"1. Based on the provisions of article 83.5 of the Regulation (U.E.)

2016/679 are considered very serious and the infractions that

suppose a substantial violation of the articles mentioned in it and, in

particularly the following:

(...)

b) The processing of personal data without the concurrence of any of the conditions of legality of the treatment established in article 6 of the Regulation (EU) 2016/679.”

The documentation in the file offers evidence that the claimed, violated article 6.1 of the RGPD, since it carried out the treatment of the personal data of the claimant without having any legitimacy to do so.

The operator Vodafone has carried out the portability of the line of the claimant, without standing to do so.

The owner of the line, the claimant, warned Vodafone that it was a fraudulent fact, since she had not made the request for portability, but someone had usurped their data to process said portability.

Despite warning that it was a fraudulent act on several occasions, the portability was carried out on April 4, 2019.

Well, in the contract provided by Vodafone, it was possible to verify in the "Change of Owner" section: Name, surnames and NIF of the claimant (former headline). However, and this is essential, there is no signature in the box titled "Old owner signature." That is, it is not duly signed and therefore the complainant has not given his consent.

Based on the foregoing, in the case analyzed, it remains in questioned the diligence used by the respondent.

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Respect for the principle of legality that is in the essence of the fundamental right of protection of personal data requires that it be accredited that the responsible for the treatment displayed the essential diligence to prove that extreme. Failure to act in this way -and this Agency, who is responsible for ensuring

for compliance with the regulations governing the right to data protection of personal character - the result would be to empty the content of the principle of legality.

v

In order to determine the administrative fine to be imposed, the provisions of articles 83.1 and 83.2 of the RGPD, precepts that indicate:

“Each control authority will guarantee that the imposition of fines administrative actions under this article for violations of this Regulation indicated in sections 4, 9 and 6 are in each individual case effective, proportionate and dissuasive.”

“Administrative fines will be imposed, depending on the circumstances of each individual case, in addition to or as a substitute for the measures contemplated in the Article 58, paragraph 2, letters a) to h) and j). When deciding to impose a fine administration and its amount in each individual case will be duly taken into account:

a) the nature, seriousness and duration of the offence, taking into account the nature, scope or purpose of the processing operation in question as well as the number of stakeholders affected and the level of damage and damages they have suffered;

b) intentionality or negligence in the infringement;

c) any measure taken by the controller or processor

to alleviate the damages suffered by the interested parties;

d) the degree of responsibility of the person in charge or of the person in charge of the treatment, taking into account the technical or organizational measures that have applied under articles 25 and 32;

e) any previous infraction committed by the person in charge or the person in charge of the treatment;

f) the degree of cooperation with the supervisory authority in order to put

remedying the breach and mitigating the possible adverse effects of the breach;

g) the categories of personal data affected by the infringement;

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h) the way in which the supervisory authority became aware of the infringement,

in particular if the person in charge or the person in charge notified the infringement and, in such case, to what extent;

i) when the measures indicated in article 58, paragraph 2, have been

previously ordered against the person in charge or the person in charge in question

in relation to the same matter, compliance with said measures;

j) adherence to codes of conduct under article 40 or mechanisms

certificates approved in accordance with article 42, and

k) any other aggravating or mitigating factor applicable to the circumstances of the

case, such as financial benefits realized or losses avoided, direct

or indirectly, through infringement.”

Regarding section k) of article 83.2 of the RGPD, the LOPDGDD, article 76,

“Sanctions and corrective measures”, provides:

“two. In accordance with the provisions of article 83.2.k) of Regulation (EU) 2016/679

may also be taken into account:

a) The continuing nature of the offence.

b) The link between the activity of the offender and the performance of treatment of personal information.

c) The profits obtained as a result of committing the offence.

- d) The possibility that the conduct of the affected party could have induced the commission of the offence.
- e) The existence of a merger by absorption process subsequent to the commission of the infringement, which cannot be attributed to the absorbing entity.
- f) Affectation of the rights of minors.
- g) Have, when not mandatory, a data protection officer.
- h) Submission by the person in charge or person in charge, on a voluntary basis, to alternative conflict resolution mechanisms, in those cases in which there are controversies between them and any interested party.”

In accordance with the transcribed precepts, and without prejudice to what results from the instruction of the procedure, in order to set the amount of the sanction of fine to impose in the present case, the claimed party is considered responsible for an infringement typified in article 83.5.a) of the RGD, in an initial assessment,

The following factors are considered concurrent.

As aggravating the following:

-

The intentionality or negligence in the infringement (article 83.2 b).

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- Basic personal identifiers are affected (name, data bank accounts, the line identifier) (article 83.2 g).

This is why it is considered appropriate to adjust the sanction to be imposed on the claimed and set it at the amount of €70,000 for the infringement of article 6.1 of the

GDPR.

Therefore, based on the foregoing,

By the Director of the Spanish Data Protection Agency,

HE REMEMBERS:

1.

START SANCTION PROCEDURE against Vodafone Spain, S.A.U.,
with NIF A80907397, for the alleged violation of article 6.1. GDPR
typified in article 83.5.a) of the aforementioned RGD.

2. APPOINT D. C.C.C. as instructor. and as secretary to Ms. D.D.D.,

indicating that any of them may be challenged, where appropriate,
in accordance with the provisions of articles 23 and 24 of Law 40/2015, of 1
October, of the Legal Regime of the Public Sector (LRJSP).

3.

INCORPORATE to the disciplinary file, for evidentiary purposes, the
claim filed by the claimant and its attached documentation, the
information requirements that the General Subdirectorate of Inspection of
Data sent to the claimed entity in the preliminary investigation phase and
their respective acknowledgments of receipt.

4. THAT for the purposes provided in art. 64.2 b) of Law 39/2015, of 1
October, of the Common Administrative Procedure of the Administrations
Public, the sanction that could correspond would be 70,000 euros
(sixty thousand euros), without prejudice to what results from the instruction.

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5. NOTIFY this agreement to Vodafone España, S.A.U., with NIF A80907397, granting a hearing period of ten business days to formulate the allegations and present the evidence that it considers convenient. In your statement of allegations you must provide your NIF and the procedure number that appears in the heading 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).

In accordance with the provisions of article 85 of the LPACAP, in the event that the sanction to be imposed was a fine, it may recognize its responsibility within the term granted for the formulation of allegations to this initial agreement; it which will entail a reduction of 20% of the sanction to be imposed in the present procedure. 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, the sanction would be established at 56,000 euros and its payment will imply the termination of the process.

The reduction for the voluntary payment of the penalty is cumulative with the corresponding apply for the acknowledgment of responsibility, provided that this acknowledgment of the responsibility is revealed within the period granted to formulate

arguments at the opening of the procedure. The voluntary payment of the referred amount in the previous paragraph may be done at any time prior to the resolution. In this case, if it were appropriate to apply both reductions, the amount of the penalty would be set at 42,000 euros.

In any case, the effectiveness of any of the two reductions mentioned will be conditioned to the abandonment or renunciation of any action or resource in via administrative against the sanction.

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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 0000 open to name of the Spanish Data Protection Agency at CAIXABANK Bank, S.A., indicating in the concept the reference number of the procedure that appears in the heading of this document and the reason for the reduction of the amount to which welcomes

Likewise, you must send proof of payment to the General Subdirectorate of Inspection to proceed with the procedure in accordance with the quantity 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 performances; in accordance with the provisions of article 64 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.

Sea Spain Marti

Director of the Spanish Data Protection Agency

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: On November 4, 2020, the claimant has proceeded to pay the

SECOND

the sanction in the amount of 42,000 euros making use of the two reductions

provided for in the Start Agreement transcribed above, which implies the

acknowledgment of responsibility.

THIRD: The payment made, within the period granted to formulate allegations to

the opening of the procedure, entails the waiver of any action or resource in via

administrative action against the sanction and acknowledgment of responsibility in relation to

the facts referred to in the Initiation Agreement.

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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.

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/00348/2020, of

in accordance with the provisions of article 85 of the LPACAP.

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

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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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Sea Spain Marti

Director of the Spanish Data Protection Agency

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es