

☐ Procedure No.: PS/00406/2020

RESOLUTION OF PUNISHMENT PROCEDURE

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

BACKGROUND

FIRST: Ms. A.A.A. (hereinafter, the claimant) dated July 30, 2019

filed a claim with the Spanish Data Protection Agency. The

claim is directed against EQUIFAX IBERICA, S.L. with NIF B80855398 (in what

successively, the claimed or EQUIFAX). The grounds on which the claim is based are that

Your data has been included in the asset and credit solvency file Asnef-

Equifax without such debt existing and without notifying her that it was going to be included. That once

included in said file has not been notified either.

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

☐ Copy of letter addressed to the claimant and sent by Testa Residencial Socimi, S.A.

dated June 20, 2019 where it is stated:

o "Contract termination date": 08/02/2019

o "Relative to": ***ADDRESS.1

o It contains, among other things, the following text: "...We take this opportunity to remind you

that, according to our accounting entries, to date owes the sum of XXXX.XX €

for non-payment of rent...

☐ Copy of letter addressed to the claimant and sent by Testa Residencial Socimi, S.A.

dated June 10, 2019 where:

o It contains, among other things, the following text: "That in relation to the lease agreement

number, ***REFERENCE.1 that we have with you on the property located in

*** ADDRESS.1, has been detected in our accounting entries of "Testa

Residencial Socimi, S.A." an outstanding debt of XXXX.XX €. – euros,
corresponding to the non-payment of receipts for May 2018 (debt assigned by
Building Center) July 2018 as well as February, March, April, May and June 2019 and
consumption.”

☐ Copy of letter addressed to Testa Residencial Socimi, S.A. and forwarded by the claimant
where it consists:

- o That this letter is a response to the one received on June 13, 2019.
- o That the debt for the month of May and July 2018 does not exist, since the one for May was
carried out transfer of the YYY€ that they claimed, by the city council of Gijón.

That a copy of the proof of payment was sent to Testa on March 23, 2019.

- o That regarding the debt for the month of July 2018, they were not given a receipt.
- o That regarding the payments for the months of February, March, April, May, June, July
2019 they were asked to use the Security Deposit and the bond for payment.

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

2/13

- o That your family is considered severely vulnerable at risk of
social exclusion.

☐ Copy of letter addressed to the claimant and sent by Financiera El Corte
English. dated July 12, 2019 where the text appears:

“Having reviewed your Financing request, we have consulted your data in the
Patrimonial Solvency Files. We inform, in accordance with the legislation
in force, which as of today, you appear with annotations in the following
file:

ASNEF-Equifax

For this reason, your funding request has not been accepted.”

☐ Copy of "housing rental contract" dated August 3,

2016 and signed by the complainant and Buildingcenter, S.A.U. as part

landlord regarding the dwelling “*** ADDRESS.1” where it is stated:

o In the “ADDITIONAL GUARANTEE” section:

“...both parties agree to guarantee the payment of rent and

any other economic obligations arising from the contract,

as well as possible responsibilities of any other kind,

arising from the occupation or breach of the lease of

in addition to the deposit, by delivering to Buildingcenter S.A.U.

of a deposit for a maximum amount of two thousand five hundred and fifty

with zero cents equivalent to six monthly rent payments (2,550.00

€). The total or partial execution of said deposit is optional

Buildingcenter S.A.U, which may exhaust other ways to obtain payment

and/or the resolution of the contract independent of the guarantee that the

deposit supposes.”

o “3.- RETURN OF POSSESSION.- At the end of the

lease, whatever the cause that produces it, the

LESSEE must leave the HOUSING free, empty, and expedited,

disposal of the LESSOR, as well as free of charge,

obligations and debts of any kind, without prior notice

or by request, within twenty-four (24) hours following the

aforementioned completion, delivering within said period the dwelling to the

LESSOR in the manner resulting from the provisions of the

fifth clause of this document.”

o There is no notice of a possible communication of the data of the complainant to delinquency files in case of non-payment.

SECOND: In view of the facts denounced in the claim and the documents provided by the claimant, the Subdirector General for Inspection of Data 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).

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

3/13

The actions carried out since the claim was received are those following:

On August 27, 2019, it was agreed to reject the claim.

On September 27, 2019, the claimant filed an appeal for replacement by providing the following documentation, among others:

1. Letter addressed to the claimant sent by EQUIFAX and dated the 5th of September 2019 where it is stated that they have proceeded to precautionary discharge with the Entities Testa Residencial Socimi, S.A. in the ASNEF data file associated with the claimant.
- two.

EQUIFAX report dated 08/27/2019 regarding the claimant and the

operations in the ASNEF file where it consists:

a. In the "Name" field: the name and surname of the claimant

b. In the "Address" field: "****ADDRESS.1"

c.

d. In the "Date of registration" field: 05/20/2019

and. In the field "Unpaid Current Balance": XXXX,XX

"In the field "Ent. Informant": "TESTA RESD. SOCIMI SA"

3.

EQUIFAX report dated 09/05/2019 regarding the claimant and the

operations in the ASNEF file where there is no data.

4. Copy of letter addressed to Testa Residencial Socimi, S.A. and forwarded by the

claimant where it is stated:

a. That this letter is a response to the one received on the 13th of

June 2019.

b. That on May 21, 2019 you are informed by Asnef-

Equifax that on May 20, 2019 the entity Testa Residencial

Socimi, S.A. has requested registration in said file regarding their data

personal.

c. That Testa has never communicated to him by letter

certified to be included in delinquency files.

5. Copy of email addressed to the email of the claimant and

sent by the email address resolvers@tetainmo.com at

date June 11, 2019 where it is stated, among other aspects:

a.

"Tell him that he must pay the debt he has today, if not, he will be

will include in the Asnef delinquency file.”

On October 23, 2019, an approving resolution is issued.

On July 15, 2020, Equifax Ibérica, S.L. sends this Agency the following information and demonstrations:

1.

That query is provided to the auxiliary file of notifications in the file

Asnef with the breakdown of the notification corresponding to the entity Testa

Residencial Socimi, S.A. with reference 740/2019051302778.

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

4/13

Provides screenshot dated 07/13/2020 of consultation of letters sent

to the claimant with issue date 05/21/2019 where the reference of

letter 2019-05-1302778 and the entity TESTA RESIDENCIAL SO and the tax balance.

of RRRR,RR€.

That a copy of the Reference Inclusion Notification is provided

740/2019051302778 issued, as well as Certification issued by the provider

of the Service of Generation, Printing, and Provision of the Service of

Postal Shipments -Correos and/or Unipost-, SERVIFORM, S.A., certifying the

carrying out the reference inclusion notification, along with the rest of the

communications issued in the process generated on May 21,

2019, without any incident occurring in the process, which would have

prevented its execution, and that it was made available to the shipping service

postcards on May 22, 2019.

Provides a copy of the letter sent to the complainant dated May 21, 2019 with reference 740/2019051302778 where it states "We inform you that with date 05/20/2019 the entity TESTA RESIDENCIAL SOCIMI, S.A. has requested the registration in the ASNEF file the following personal data related to the non-payment of the contract that it maintains with said entity:".

It provides a certificate from SERVIFORM, S.A. as a service provider Generation of Notifications of Inclusion of ASNEF EQUIFAX, stating that certifies the generation, printing, and putting into service of shipments postcards, on May 22, 2019 the communication with the number of reference 2019051302778 addressed to A.A.A. residing at ***ADDRESS.1.

Provide a copy of the Correos delivery note with reference 27537-CREDI, with office 2812096 and dated 05/22/2019.

Provide a copy of the ILUNION IT SERVICES certificate; S.A.U., as provider of the service to EQUIFAX of recording and custody of the returns of the notifications, stating that currently it does not appear in deposit and custody at the offices of ILUNION IT SERVICES; S.A.U. referral notification 740/2019051302778 nor has it been processed for any reason of return.

On July 22, 2020, Testa Residencial Socimi, S.A. refer to this

Agency the following information and statements:

1. That "The personalized and individualized communication sent to the claimant prior to the inclusion of your personal data in files of information on equity and credit solvency, is carried out directly by Equifax Iberica S.L."

A copy of the contract of "Provision of Services for the Notification of the Prior Payment Request" signed on October 1, 2018 between

Equifax Iberica S.L. and Testa Residencial Socimi, S.A. (the CLIENT) where

consists:

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

5/13

“CLAUSES:

FIRST.- PURPOSE: The purpose of this contract is the provision of EQUIFAX services to the CUSTOMER consisting of sending the letter of payment requirement prior to the inclusion of data in solvency files patrimonial and credit, in accordance with the operation described in Annex II to the this contract.”

1. That “Request submissions are not made by TESTA RESIDENCIAL SOCIMI, S.A. directly but by a third entity EQUIFAX IBERICA S.L.”

2. In response to the request for the certificate of the third party sending the communication to the claimant, prior to the inclusion of their personal data in asset and credit solvency information files, it is stated that

“Taking into account the provisions of point 2 above, according to which the personalized and individualized communication sent to the claimant is carried out carried out by EQUIFAX IBERICA S.L., it is up to said entity to present copy of the requested certificate.

THIRD: On November 27, 2020, the Director of the Spanish Agency of Data Protection agreed to initiate sanctioning procedure to the claimed, with in accordance with the provisions of articles 63 and 64 of Law 39/2015, of October 1, of the

Common Administrative Procedure of Public Administrations (hereinafter, LPACAP), for the alleged infringement of Article 6.1.f) of the RGD, typified in the Article 83.5 of the RGD.

FOURTH: Having been notified of the aforementioned initiation agreement, the respondent submitted a written allegations in which, in summary, it stated that: "the Sanctioning Body itself makes an assessment in the Start Agreement (in advance and lacking motivation any), from the responsibility of Equifax.

The Home Agreement specifies the amount of the reduction that would apply in the event of acknowledgment by Equifax of its alleged liability and voluntary payment of the sanction, in the opinion of this party, the rules established in article 85 are not applicable in the present case.

That Equifax did not include the data of the claimant in the ASNEF file because it is not the entity that manages it, but TESTA as a creditor entity, Therefore, there is no treatment allegedly carried out by EQUIFAX and that initiates the sanctioning file initiated before it.

Indeed, EQUIFAX acquired a series of contractual obligations in the provision of services for sending notifications (in this case, of requirements prior payment) but this, in no case, may involve displacement of the liability in a legally established obligation for the creditor to in charge of treatment by the mere assumption of contractual obligations by a private agreement between the parties.

Equifax Ibérica S.L. complied with the provision order relating to the sending of prior payment requirements to the claimant as demonstrated in the attached documents.

C/ Jorge Juan, 6

28001 – Madrid

Asnef-Equifax canceled the data in a precautionary manner at the request of the exercise of cancellation of the affected party in the absence of a response from the person responsible for guaranteeing the accuracy of the data (TESTA).

That a resolution be issued declaring the nullity of the procedure as of right, or failing that, the imposition of a warning or reprimand or a reduction significant amount of the amount established in the Start Agreement, in view of the numerous concurrent circumstances in the alleged fact prosecuted.

FIFTH: On December 29, 2020, the instructor of the procedure agreed to the opening of a period of practice tests, considering incorporated the previous investigative actions, E/10196/2019, as well as the documents provided by the claimant.

SIXTH: On January 19, 2021, a resolution proposal was formulated, proposing that EQUIFAX IBERICA be sanctioned in the amount of 50,000 euros, SL with NIF B80855398, for the alleged violation of article 6.1. f) of the RGPD, in relation to article 20.1 c) of the LOPDGDD, typified in article 83.5.a) of the quoted GDPR

That by means of a letter dated January 28, 2021, the respondent requested an extension term, which was granted.

SEVENTH: On February 9, 2021, the respondent makes allegations to the motion for a resolution, ratifying the previous allegations and in summary states that: "both communications demonstrate the sending by Equifax of the two prior payment requirements made by Testa Residencial, S.A. (What creditor of the debt) to the claimant prior to the inclusion of their data

in the "Asnef" solvency file.

Equifax sent the two communications that Testa Residencial Socimi, S.A. I "ll guide you by uploading the content of the letter into Equifax systems in accordance with the operation indicated in the Contract for the provision of services in its FIFTH clause obligations and responsibilities that "At no time will Equifax be responsible of the content of the letter, this being the full responsibility of the Client" thus evidencing that Equifax is a mere delivery service provider but is the responsible nor does he have to know the content of the communication regardless of whether it is a "Prior request for payment".

Since Equifax is not responsible for the content of the communication, nor is the bound by the principle of information contained in article 20.1.c), it is by therefore, it is completely impossible to be responsible for whether or not said requirement includes the obligation to inform the affected party about the possibility of including their data in the credit information systems.

The claimed party requests the annulment or, failing that, the filing of the procedure or, failing that, defect, the imposition of a warning notice or a reduction significant amount of the amount established in the Start Agreement.

In view of everything that has been done, by the Spanish Data Protection Agency

In this proceeding, the following are considered proven facts:

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

7/13

PROVEN FACTS

FIRST: It is stated, in the "Provision of Services for the Notification of the

Prior Payment Request” signed on October 1, 2018 between Equifax

Iberian S.L. and Testa Residencial Socimi, S.A. that personalized communication and

individualized sent to the claimant prior to the inclusion of their data

personal information files of capital solvency and credit, it is carried out

carried out directly by Equifax Iberica S.L. where it consists:

“CLAUSES:

FIRST.- PURPOSE: The purpose of this contract is the provision of

EQUIFAX services to the CLIENT consisting of sending the letter of

payment requirement prior to the inclusion of data in solvency files

patrimonial and credit, in accordance with the operation described in Annex II to the

this contract.”

That “Request submissions are not made by TESTA RESIDENCIAL

SOCIMI, S.A. directly but by a third entity EQUIFAX IBERICA

S.L.”

In response to the request for the certificate of the third party sending the

communication to the claimant, prior to the inclusion of their personal data in

solvency and credit information files, it is stated that "Having

taking into account the provisions of point 2 above, according to which the communication

personalized and individualized sent to the claimant is carried out by EQUIFAX

IBERICA S.L., it is up to said entity to present a copy of the requested certificate.”

SECOND: The claimant was included in the financial solvency file and

credit on May 20, 2019, in connection with a debt, for rent,

with the creditor entity Testa Residencial.

The claimant provides both the rental contract (in whose clause of protection of

data does not refer to the possibility of inclusion in credit information systems),

as the communications received from the creditor entity, requiring payment, but

without noting its inclusion in the asset and credit solvency file.

THIRD: EQUIFAX provides a copy of the notification letter to the claimant dated April 24, 2019, requiring payment of the debt, but no information is available about the possibility of inclusion in said file if the payment is not made.

-220920

FOUNDATIONS OF LAW

Yo

By virtue of the powers that article 58.2 of the RGPD recognizes to each authority of control, and as established in arts. 47 and 48.1 of the LOPDGDD, the Director of The Spanish Agency for Data Protection is competent to resolve this process.

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

8/13

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

II

“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
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:

f) the treatment is necessary for the satisfaction of legitimate interests
pursued by the controller or by a third party, provided that on
such interests do not override the interests or rights and freedoms
fundamental data of the interested party that require the protection of personal data, in
particularly when the interested party is a child. The provisions of letter f) of paragraph
first will not apply to the treatment carried out by public authorities in
the exercise of its functions.”

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

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

9/13

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:

"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 particular 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 f) of the RGPD, for processing data without legitimacy, obligation established in article 20.1 c) of the LOPDGDD, that is I include the data of the claimant in the Asnef file without previously requiring the payment.

Article 20.1 c) of the LOPDGDD establishes:

“That the creditor has informed the affected party in the contract or at the time of require payment about the possibility of inclusion in said systems, with indication of those in which it participates.

The entity that maintains the credit information system with data related to the Non-compliance with monetary, financial or credit obligations must notify the affected the inclusion of such data and will inform you about the possibility of exercising the rights established in articles 15 to 22 of Regulation (EU) 2016/679 within thirty days following notification of the debt to the system, remaining The data is blocked during that period.”

Therefore, the data was included in the Asnef file without requiring prior to payment in contravention of the requirements contained in the LOPDGDD. EQUIFAX provides a copy of the notification letter to the claimant dated March 24, April 2019, requiring the payment of the debt, but without stating the warning that in case of non-payment, it would be included in the asset solvency file and of credit.

Now, in the lease agreement entered into on August 3, 2016 with Testa as there is no information in the contract or in the prior request for payment the elements are not fulfilled so that this treatment can be presumed protected by legitimate interest and therefore has been carried out without a legitimate basis. Of

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

10/13

in accordance with the contract for the provision of services provided between Testa and Equifax

Ibérica, this last entity will be the one in charge of making the request

prior payment prior to inclusion in the asset and credit solvency file,

without its shipment and receipt by the claimant having been accredited.

It is clear, and this is the essential, the above makes the treatment of the data

of the claimant is not legitimate, given that the budgets established

in article 20.1 c) of the LOPDGDD.

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;
- 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.”

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

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 precepts transcribed, in order to set the amount of the sanction of a fine to be imposed in the present case, the defendant is considered as responsible for an infringement typified in article 83.5.a) of the RGPD, they are estimated the following factors concur.

As aggravating the following:

In the present case we are dealing with an unintentional negligent action, but

-

identified significant (article 83.2 b).

-
claimed (article 83.2 d).

The duration of the illegitimate treatment of the data of the affected person carried out by the

This is why it is considered appropriate to adjust the sanction to be imposed on the person claimed

and set it at the amount of €50,000 for the infringement of article 6.1 f) of the RGPD.

Therefore, in accordance with the applicable legislation and having assessed the criteria for

graduation of the sanctions whose existence has been proven, the Director of the

Spanish Data Protection Agency RESOLVES:

FIRST: IMPOSE EQUIFAX IBERICA, S.L. with NIF B80855398 for a

infringement of Article 6.1.f) of the RGPD, typified in Article 83.5 of the RGPD, a

fine of fifty thousand euros (50,000 euros).

SECOND: NOTIFY this resolution to EQUIFAX IBERICA, S.L. with NIF

B80855398.

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

12/13

THIRD: Warn the sanctioned party that he must make the imposed sanction effective once

Once this resolution is enforceable, in accordance with the provisions of the

art. 98.1.b) of Law 39/2015, of October 1, on Administrative Procedure

Common Public Administrations (hereinafter LPACAP), within the payment term

voluntary established in art. 68 of the General Collection Regulations, approved

by Royal Decree 939/YYY5, of July 29, in relation to art. 62 of the Law

58/YYY3, of December 17, by entering, indicating the NIF of the sanctioned and

the procedure number that appears at the top of this document, in

restricted account number ES00 0000 0000 0000 0000 0000, opened in the name of the

Spanish Agency for Data Protection in the banking entity CAIXABANK, S.A.

Otherwise, it will be collected in the executive period.

Received the notification and once executed, if the date of execution is

between the 1st and 15th of each month, both inclusive, the term to make the payment

voluntary will be until the 20th day of the following month or immediately after, and if

between the 16th and last day of each month, both inclusive, the payment term

It will be until the 5th of the second following month or immediately after.

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 in accordance with art. 48.6 of the

LOPDGDD, and in accordance with the provisions of article 123 of the LPACAP, the

Interested parties may optionally file an appeal for reconsideration before the

Director of the Spanish Agency for Data Protection within a month from

counting from the day following the notification of this resolution or directly

contentious-administrative appeal 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.

Finally, it is pointed out that in accordance with the provisions of art. 90.3 a) of the LPACAP,

may provisionally suspend the firm resolution in administrative proceedings if the

The interested party expresses his intention to file a contentious-administrative appeal.

If this is the case, the interested party must formally communicate this fact by

writing addressed to the Spanish Agency for Data Protection, presenting it through

Electronic Register of the Agency [<https://sedeagpd.gob.es/sede-electronica-web/>], or through any of the other registers provided for in art. 16.4 of the aforementioned Law 39/2015, of October 1. You must also transfer to the Agency the documentation proving the effective filing of the contentious appeal-administrative. If the Agency was not aware of the filing of the appeal contentious-administrative within a period of two months from the day following the notification of this resolution would end the precautionary suspension.

Sea Spain Marti

Director of the Spanish Data Protection Agency

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

13/13

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es