

SEE ALSO press release of July 13, 2020

[doc. web no. 9435774]

Injunction against Merlini s.r.l. - July 9, 2020

Register of measures

no. 144 of 9 July 2020

THE GUARANTOR FOR THE PROTECTION OF PERSONAL DATA

IN today's meeting, which was attended by Dr. Antonello Soro, president, Dr. Augusta Iannini, vice-president, Dr. Giovanna Bianchi Clerici and Prof. Licia Califano, members and Dr. Giuseppe Busia, general secretary;

HAVING REGARD TO Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, as well as on the free circulation of such data and repealing Directive 95/46 /CE (General Data Protection Regulation, hereinafter "Regulation");

HAVING REGARD TO the Code regarding the protection of personal data (legislative decree 30 June 2003, n. 196), as amended by legislative decree 10 August 2018, n. 101, containing provisions for the adaptation of the national legal system to the aforementioned Regulation (hereinafter the "Code");

HAVING REGARD to the documentation in the deeds;

HAVING REGARD TO the observations made by the general secretary pursuant to art. 15 of the Guarantor's regulation n. 1/2000, adopted with resolution of 28 June 2000;

SPEAKER Dr. Antonello Soro;

1. PREMISE

the Office, with deed n. 44749/19 of 19 December 2019 (notified on the same date by certified email), which must be understood as fully reported here, has initiated, pursuant to art. 166, paragraph 5, of the Code, a procedure for the adoption of the provisions pursuant to art. 58, par. 2, of the Regulation towards Merlini s.r.l. (hereinafter "Merlini" or "the Company"), in the person of its pro-tempore legal representative, with registered office in Milan, via Durini 15, Tax Code 09698210961;

2. OUTCOMES OF THE INVESTIGATION

From the examination of the documents of the administrative procedure, the following emerged, in summary:

The Authority learned from a report of the existence of a call center in Rome which carried out contact activities with potential

customers and offered telephone services on behalf of the company Wind Tre S.p.A., reporting unlawful and in any case methods of acquiring data outside the regulatory framework outlined by the Regulation and the Code. The Office, having carried out the necessary checks relating to the personal data of the subjects indicated in the report, delegated to the Guardia di Finanza, special unit for the protection of privacy and technological fraud, the conduct of inspections at the call centre. The inspection assessment revealed that the activities carried out there belonged to the company Alessandro Corbelli Sunrise s.r.l.s. and, despite the same, during the access, had been presented as training activities for the start-up of future call center operators, the results of the accesses to the workstations showed that at the time of the investigation contacts were in progress promotional telephone numbers of the services of the company Wind Tre S.p.A. The telephone contacts of potential customers, addressed to the business area, provided for the setting of appointments for the compilation of contract proposals, appointments which were "loaded" into the electronic diaries of the people who were supposed to go to the customers. In the call centre, large Wind contractual forms were found, prepared for business customers, and numerous Wind-branded sim-cards. The contact activities were carried out in seven workstations through the use of personal computers and mobile phones. In the chronology of the aforementioned telephones, traces of hundreds of telephone calls made in the three days prior to the inspection were found. From the accesses to the computers used by the operators, it was possible to acquire numerous files in Excel format containing lists consisting of personal data and telephone contact information of companies and individuals. All the operators interviewed declared that these files were uploaded daily on the PC desktop by the contact person and that they contained the names and telephone numbers of the subjects to be contacted. Excel files containing personal data (name, surname, company name, tax code, landline phone number and mobile phone number) of over 500,000 users were found on the contact person's PC and in another workstation. IT traces of access via virtual machines to the database of another telephone company were also found.

With reference to the origin of the personal data found in the various workstations of the call center and the overall activity carried out in the same, the contact person present at the inspection declared that "the activity of this call center on a typical day requires that I distribute operators the lists of subjects to contact who are present in my PC of which I can not define the origin [...]; with reference to the SIMs present in the call center and to the contractual documentation and brochures, I represent that all this material comes from Wind agencies whose name and company name I do not know and are presumably intended for agents [...] which, however, I I don't know personally."

The declarations of the contact person, paradoxical, unreliable and made in disregard of the duties of collaboration towards the Authority, were unable to prove that the acquisition of the personal data of potential customers had taken place in compliance with the provisions of the Regulation and the Code, with particular reference to the regulation of consent, and, in any case, they highlighted that the call center activities took place outside the procedures implemented by Wind Tre to regulate telemarketing and teleselling activities. Furthermore, the methods of contacting potential customers took place without providing the necessary information required by art. 14 of the Regulation as evidenced by the absence of information on the processing of personal data in the call script acquired during the assessment. Basically, the call center activity appeared to be completely abusive, in violation not only of the provisions on the protection of personal data but also of those in the fiscal, tax and employment fields, for which the special privacy unit proceeded to involve the competent branches of the Guardia di Finanza. It was also conducted by a company not present in the Register of communication operators, using numbers not recorded in the same register, in an extremely worrying picture of lack of interest in the rights of workers, of the interested parties and in the necessary guarantees of security which should have presided over every treatment operation.

During the investigation carried out at the call center in via Vassallo in Rome, documentary evidence was acquired of a significant operational link between the aforementioned call center and the Merlini s.r.l. agency. which carries out marketing activities for the products of the company Wind Tre S.p.A. at its operational headquarters in Ponsacco (PI).

The Office has therefore delegated to the Guardia di Finanza the carrying out of an inspection, with the powers pursuant to articles 157 and 158 of the Code, against the aforesaid company, assessment carried out on 9 July 2019 and documented by a report of the operations carried out to which reference is made in full together with the documents attached to it and those subsequently produced by the company.

The assessment revealed that Merlini s.r.l. operates exclusively to acquire customers on behalf of Wind Tre S.p.A., by virtue of an agency contract which provides, in attachment "G", for the designation of the agency as data processor and, in attachment "H", the relative instructions. Merlini s.r.l. carries out its activity through collaborators present on the national territory, called "procurers". Merlini s.r.l. represented that "Wind Tre S.p.A. did not carry out courses or conventions on the protection of personal data for agents, not even in conjunction with the entry into force of EU Regulation 679/2016".

Among the brokers who collaborate with Merlini s.r.l. the company Alessandro Corbelli Sunrise s.r.l.s. was also found. and, with reference to this company, Merlini s.r.l. produced some invoices, lists of acquired contracts and emails containing copies

of customer documents, sent from an email address traceable to Mr. XX. Merlini s.r.l. has also exhibited a copy of some letters of appointment relating to the activities of the brokers in which it is reported verbatim: "your activity must be carried out in full autonomy, following only the indications and provisions that will be given to you regarding our products, the conditions of sale and other commercial provisions. The activity. it may in any case be carried out in collaboration with production and/or marketing personnel, with its own agents".

Regarding the activity of the brokers, Merlini s.r.l. declared that he had not identified them as data processors or authorized to carry out processing operations as these collaborators "operate independently" and "each procurer is free and, therefore, autonomous in the search for subjects to whom to direct commercial proposals" .

With a note dated 25 October 2019, the Office requested Merlini s.r.l. to exhibit a copy of the letter of appointment conferred on the company Alessandro Corbelli Sunrise s.r.l.s., and of any other legal transaction stipulated with the same. Merlini s.r.l. provided a reply by e-mail dated November 4, 2019, representing "that it did not have further documentation and in particular a copy of other mandates. As already explained during the investigation of July 9, verbal agreements are and were in progress with many collaborators (including Corbelli) and the relationship materialized with the sending of Wind contract proposals by the collaborators and the punctual payment of the business procured by our company" and also adding "that when it comes to starting new collaborations with procurers, the written mandate is the last thing that matters [...]".

The lack of written forms of agreements and designations in the field of privacy that bind Merlini s.r.l. to the cds. "procurers", as well as the absence of verification and control activities of the procedures put in place by its collaborators, with reference to strict compliance with the provisions of the Regulation and the Code, has contributed to ensuring that the company Alessandro Corbelli Sunrise s.r.l.s. establish and consolidate forms of acquiring lists of potential customers to whom to convey commercial proposals on behalf of Wind, as well as ways of contacting them, in full violation of the legislation on the protection of personal data. Furthermore, data unlawfully processed by Alessandro Corbelli Sunrise s.r.l.s. have been communicated to Merlini s.r.l. without the existence of ownership/responsibility relationships between the two companies suitable for allowing the exchange of the same data or without the interested parties having knowledge and having authorized such communications. The data acquired in this way was then merged into the database of the company Wind Tre S.p.A. for the completion of the contractual proposals.

The company, based on the provisions of art. 1, paragraph 11, of the law n. 5/2018, is also to be held responsible for the

conduct implemented by the company Alessandro Corbelli Sunrise s.r.l.s. in violation of the provisions of the same law.

With the aforementioned deed of 19 December 2019, Merlini s.r.l. the following violations:

- a) violation of articles 5, par. 1 and 2, 6 and 7 of the Regulation, for having unlawfully acquired from Alessandro Corbelli Sunrise s.r.l.s. personal data contained in contractual proposals, collected during the telemarketing campaign in the absence of the consent of the interested parties or other condition of lawfulness of the related treatments;
- b) violation of art. 1, paragraph 11, of the law n. 5/2018, in relation to the following paragraph 12 and to art. 130, paragraph 3, with reference to the performance of telemarketing activities by Alessandro Corbelli Sunrise s.r.l.s without having consulted the Register of oppositions on a monthly basis or in any case before each campaign
- c) violation of art. 28 of the Regulation, for having resorted to the services of companies and individuals (procurers), for the processing of personal data for promotional purposes of the products and services of Wind Tre S.p.A., without having informed the latter, in its capacity as Data Controller, or without having requested specific written authorization from the same; as well as for having established the collaboration relationship with the aforementioned companies and natural persons without having established the same obligations regarding data protection contained in the contract stipulated between Wind Tre S.p.A. and Merlini s.r.l.;
- d) violation of art. 29 of the Regulation, for having allowed the aforementioned treatments to be carried out to subjects who have not received the necessary instructions from the data controller.

3. THE DEFENSE OF THE PARTY

On 21 January 2020 Merlini s.r.l. sent the Authority, by certified e-mail, its defensive observations which here are understood to be fully reported for the protection of the party and which, in summary, represent:

- in July 2019, i.e. at the time of the investigations by the Guardia di Finanza which gave rise to the proceeding, around 34 brokers collaborated with Merlini. These collaborators were chosen taking into account the specific skills and professionalism demonstrated over time; in fact, although there is no formalization of the reports and recommendations possibly given to the agent in the case in question, Merlini s.r.l. he has never encountered problems of any kind due to the activity of his collaborators. The conduct held by Alessandro Corbelli Sunrise s.r.l.s. it represented a unicum in this sense; the assessment also provided an opportunity to undertake a process of reviewing relations with collaborators;
- the one established with Alessandro Corbelli Sunrise s.r.l.s. it is a business finder/reporter's contract, therefore an atypical

contract, peculiar to the agency contract, by virtue of which "an intermediation activity is carried out aimed at favoring the conclusion of a deal between third parties" and "characterized from the absence of subordination" (see Cass. Un. Section, 2 August 2017, n. 19161): the business agent is therefore an autonomous subject in charge of identifying potential customers; this research is the nucleus of the typical professional activity carried out by the business agent and the means or tools to be used for this purpose properly fall within the specific professional skills of the business agent;

- Merlini therefore deemed it possible to consider the collaborator as an independent data controller, in the light of the definition given by art. 4 of the Regulation. The statements released immediately by the legal representative of Merlini leave no room for any doubt on the interpretation of the report adopted by the exponent. Moreover, the difference between the position of the agent Merlini and the position of his agent is evident: the former entered the contract proposals on the Wind Tre spa portal on behalf of the latter, thus resulting in her being classified as an external manager; the second instead operated on the market as an independent professional looking for potential customers;

- also in the light of the provision of the Guarantor of 15 June 2011 (in www.gpdp.it, web doc. n. 1821257) regarding the ownership of the processing of personal data pertaining to subjects who make use of agents for promotional activities, the many doubts about the correct classification of the case in question. In the present case, in fact, there are no indices that would characterize the external manager on the basis of the indices contemplated in the aforementioned provision: Alessandro Corbelli Sunrise did not act in the name of Wind Tre S.p.A or Merlini srl but exclusively in its own name; he had no power to spend the name and could not sign contracts in the name of others; potential customers were advised that, if they were interested in concluding the contract, they would be contacted by Wind Tre S.p.A. for the completion of the contract and therefore they could not be persuaded to negotiate with the telephone operator; the procurer was not provided with detailed information on how to act but only indications relating to the products for which the potential buyer was sought;

- the provision of the Guarantor also observes that "if the agents held the status of independent data controllers, the communication of customer data to the principal company (...) would be lawful only if the informed consent of the interested party had been previously acquired (articles 13 and 23 of the Code) or one of the conditions for exemption from the obligation to acquire it (art. 24 of the Code) exists". But the newly introduced discipline of the Regulation, profoundly innovating the matter, has opened up new perspectives. The legal basis pursuant to art. 6, par.1, lett. b) makes this transfer lawful;

- it is disputed that the acquisition of personal data by Merlini s.r.l. was illegal. The interested parties, contacted by the agent,

had expressed their interest in entering into a contract with Wind Tre S.p.A. To this end, the contract proposals collected by the agent had to be sent to Wind Tre through Merlini s.r.l., the external manager in charge of "processing" these proposals. The contractual agreement sought by the interested parties could not be obtained without this transfer. Moreover, the interested party knew that he had been contacted by a person other than the telephone operator and that his proposal would have been communicated to Wind Tre for the stipulation of the contract. Therefore, the art. 6, par. 1, letter b) of the Regulation: the execution of pre-contractual measures adopted at the request of the interested party;

- the art. 5.2 of the agency contract signed with Wind Tre spa provides that "the designation by the Agent of any sub-agents, employees, collaborators or appointees to carry out the task referred to in this Contract will take place under the responsibility of the same". This provision may constitute a general authorization to make use of other subjects, independent owners or external managers. Given that the task carried out was objectively different, consequently the same obligations regarding data protection contained in the contract stipulated between Wind Tre S.p.A. have not been established between Merlini and Alessandro Corbelli Sunrise. and Merlini s.r.l.;

4. LEGAL CONSIDERATIONS

The defensive arguments summarized above do not allow the exclusion of the liability of Merlini s.r.l. with regard to the alleged violations for the following reasons:

- there is no doubt, having also been admitted by the party, that Merlini s.r.l. has not formalized relations with Alessandro Corbelli Sunrise s.r.l.s. neither from a contractual point of view nor with reference to the processing of personal data connected with the promotion of Wind Tre offers;

- this condition, which led to the very serious conduct described above by Alessandro Corbelli Sunrise s.r.l.s., cannot in any way constitute a way to circumvent the provisions on the distribution of responsibilities in data processing, proof of which is that the combined of the articles 28, 29 and 83, par. 4 of the Regulation sanctions both the owner who does not designate the data processors, and the manager who fails to inform the owner of the existence of any other subjects operating in the context of the same treatment;

- reasoning to the contrary, the non-formalization of duties in the privacy field would allow any controller to divide the responsibilities of more complex processing into a thousand streams, dividing the operations between subjects who indiscriminately qualify as independent controllers and making it impossible to have a unitary consideration of the processing

both with reference to the obligations of the active subjects and with reference to the rights of the interested parties. This would lead to the substantial circumvention of the entire regulatory framework on the protection of personal data which is based, on the one hand, on the principle of responsibility (accountability) of owners and managers and, on the other, on the full exercise of rights by the interested;

- moreover, precisely in the light of the aforementioned provision of the Guarantor of 15 June 2011, Alessandro Corbelli Sunrise s.r.l.s. cannot be considered an independent owner since, as evidenced by the results of the inspections carried out at the call-centre, it spent the name of Wind Tre, used the contractual forms prepared by Wind Tre, distributed the company's sim-cards, of which it promoted the offers also having access to the technical portals and help-desks of the same. The latter option was granted to Alessandro Corbelli Sunrise s.r.l.s. using authentication credentials and operator codes that should have been in the exclusive availability of Merlini s.r.l., clear proof that the call center not only provided for the first contact of the customer for "making an appointment" but had a specific mandate to conclude contracts which were then registered in the Wind Tre systems through Merlini s.r.l. This is also proven by the statements made by Merlini during the inspection in which explicit reference is made to the "contracts stipulated by the business brokers" and to the fact that "it is the business brokers themselves who propose any contracts for Wind Tre S.p.A.";

- furthermore, the defensive hypothesis relating to the independent ownership of Alessandro Corbelli Sunrise s.r.l.s. appears impracticable precisely in the light of the fact that, in the absence of a specific consent issued by the interested parties to the aforementioned company for the communication of data to third parties (in this case to Merlini s.r.l.), the legal basis for the transfer of data should necessarily be identified in the 'art. 6, par. 1, lit. b) of the Regulation (execution of pre-contractual measures) bringing this transfer back into the context of the treatment of which Wind Tre is the sole owner and in the context of which the other subjects who intervene in the various operations can only assume the legal role of the manager;

- in conclusion, from the procedure for the adoption of the provisions pursuant to art. 58, par. 2, of the Regulation, the preliminary findings on the basis of which the notice of dispute of 19 December 2019 was formulated appear to be confirmed, since it emerged that Merlini s.r.l. has acquired personal data of users and contractors collected during the promotion campaigns of Wind Tre offers, carried out in violation of the provisions of art. 130 of the Code, by a subject who had not been designated as data processor and who had not asked the interested parties for consent for the communication of their data to third parties.

5. CONCLUSIONS

Ascertained, for the above, the liability of Merlini s.r.l. with regard to the disputed charges and also ascertained the illegality of the treatments carried out with the intervention or aid of the so-called "procurers", it is necessary:

- to. order the Company, pursuant to art. 58, par. 2, lit. d) of the Regulation, to adopt, within 30 days of the notification of this provision, all the necessary fulfilments so that the so-called "procurers" as identified above are imposed, by means of a contract or other legal act pursuant to Union or Member State law, the same obligations regarding data protection contained in the contract between Wind Tre S.p.A. and Merlini s.r.l.;
- b. impose a ban on treatments carried out with the intervention or aid of the so-called "procurers", pursuant to art. 58, par. 2, lit. f) of the Regulations, until the complete implementation of the requirements referred to in the previous point;
- c. adopt an injunction order, pursuant to articles 166, paragraph 7, of the Code and 18 of the law n. 689/1981, for the application against Merlini s.r.l. of the pecuniary administrative sanction provided for by art. 83, para. 3 and 5, of the Regulation.

With regard to the provisions indicated in this section, please note that in the event of non-compliance, the sanction referred to in art. 83, par. 5, letter. e), of the Regulation.

6. ORDER-INJUNCTION FOR THE APPLICATION OF THE PECUNIARY ADMINISTRATIVE SANCTION

The violations indicated in the notice of dispute of 19 December 2019 require the adoption of an injunction order, pursuant to articles 166, paragraph 7, of the Code and 18 of the law n. 689/1981, for the application against Merlini s.r.l. of the pecuniary administrative sanction provided for by art. 83, para. 3 and 5 of the Regulation (payment of a sum up to €20,000,000 or, for companies, up to 4% of the annual worldwide turnover of the previous year, if higher);

For the determination of the amount of the pecuniary sanction, it is necessary to take into account the elements indicated in the art. 83, par. 2, of the Regulation;

In the present case, the following are relevant:

to. the seriousness of the violation (Article 83, paragraph 2, letter a) of the Regulation), due to the conduct implemented through the establishment of an abusive call center and the illegal acquisition of lists of users and contractors, with activities, therefore, potentially harmful to various fundamental rights and, in particular, in addition to the right to the protection of personal data, the right to individual tranquility and the right to privacy, in a panorama of total disregard for data protection

legislation personal and other relevant provisions, also probably of a penal nature, with the feeding of an illegal "undergrowth" and potentially suitable for favoring forms of crime widespread in the country;

b. the duration of the violation (Article 83, paragraph 2, letter a) of the Regulation), since the relationship between the subjects who set up the abusive call center and Merlini s.r.l. date back to at least May 2018;

c. the high number of subjects involved (art. 83, paragraph 2, letter a) of the Regulation) given that lists containing over 500,000 personal data were found at the abusive call centre;

d. the intentional nature of the conduct (Article 83, paragraph 2, letter b) of the Regulation), since Merlini s.r.l. has knowingly accepted the risk of entrusting extremely delicate treatments to subjects who were not in any way bound to comply with the provisions on the protection of personal data;

And. the failure to adopt measures aimed at mitigating or eliminating the consequences of the violation (Article 83, paragraph 2, letter c) of the Regulation), since, despite the alleged revisions of relations with the business brokers, the company has not provided suitable documentation to prove that these relationships have been regulated in accordance with the provisions of art. 28, paragraph 4, of the Regulation;

f. as a mitigating factor, cooperation with the Authority (Article 83, paragraph 2, letter f) of the Regulation) during the inspections and preliminary investigations;

g. the economic conditions of the offender (Article 83, paragraph 2, letter k) of the Regulation), taking into account the value of production and the profit for the year with reference to the condensed financial statements for the year 2019;

Based on the set of elements indicated above, and the principles of effectiveness, proportionality and dissuasiveness indicated in art. 83, par. 1, of the Regulation, and taking into account the necessary balance between the rights of the interested parties and the freedom to do business but also the seriousness of the conduct found following the inspections, in the first application of the pecuniary administrative sanctions envisaged by the Regulation, also in order to limit the economic impact of the fine on the organisational, functional and occupational needs of the Company, it is believed should apply to Merlini s.r.l. the administrative sanction of the payment of a sum of Euro 200,000.00 (two hundred thousand), equal to 1% of the maximum statutory sanction.

In the case in question, it is believed that the ancillary sanction of publication on the Guarantor's website of this provision should be applied, provided for by art. 166, paragraph 7 of the Code and art. 16 of the Regulation of the Guarantor n. 1/2019,

taking into account the conduct of the Company, its partners, as well as the high number of subjects potentially involved in the treatments examined;

Pursuant to art. 167, paragraph 5, of the Code, orders a copy of the deeds and the reasoned report to be sent to the Judicial Authority, prepared by the Office, with reference to the conduct ascertained during the inspections carried out at Merlini s.r.l. and in the call center managed by the company Alessandro Corbelli Sunrise s.r.l.s.

Finally, the conditions set forth in art. 17 of Regulation no. 1/2019 concerning internal procedures having external relevance, aimed at carrying out the tasks and exercising the powers delegated to the Guarantor.

ALL THIS CONSIDERING THE GUARANTEE

a) pursuant to art. 58, par. 2, lit. d), of the Regulation, orders Merlini s.r.l. to adopt, within 30 days of notification of this provision, all the necessary steps so that the so-called "procurers" as identified above are imposed, by means of a contract or other legal act pursuant to Union or Member State law, the same obligations regarding data protection contained in the contract between Wind Tre S.p.A. and Merlini s.r.l.;

b) pursuant to art. 58, par. 2, lit. f), of the Regulation, imposes on Merlini s.r.l. the prohibition of

- further processing of personal data communicated by Alessandro Corbelli Sunrise s.r.l.s.

- processing of data carried out with the intervention or aid of the so-called "procurers" until the adoption of all the obligations referred to in the previous paragraph;

c) pursuant to art. 157 of the Code, enjoins Merlini s.r.l. to provide the Authority, within the same term as above, to communicate which initiatives have been undertaken in order to implement the provisions of points 1 and 2; any failure to comply with the provisions of this point may result in the application of the administrative fine provided for by art. 83, paragraph 5, of the Regulation;

ORDER

a Merlini s.r.l., in the person of its pro-tempore legal representative, with registered office in Milan, via Durini 15, C.F.

09698210961, to pay the sum of 200,000.00 (two hundred thousand) euros as an administrative fine for the violation indicated in the justification, representing that the offender, pursuant to art. 166, paragraph 8, of the Code, has the right to settle the dispute by paying, within the term of thirty days, an amount equal to half of the fine imposed.

ENJOYS

to the aforementioned Company, in the event of failure to settle the dispute pursuant to art. 166, paragraph 8, of the Code, to pay the sum of Euro 200,000.00 (two hundred thousand), according to the methods indicated in the attachment, within 30 days of notification of this provision, under penalty of adopting the consequent executive deeds pursuant to art. . 27 of the law n. 689/1981.

HAS

The application of the ancillary sanction of publication of this provision on the website of the Guarantor, provided for by art. 166, paragraph 7 of the Code and art. 16 of the Regulation of the Guarantor n. 1/2019, and believes that the conditions set forth in art. 17 of Regulation no. 1/2019 concerning internal procedures having external relevance, aimed at carrying out the tasks and exercising the powers delegated to the Guarantor.

The transmission, pursuant to art. 167, paragraph 5, of the Code, copy of the deeds and reasoned report to the Judicial Authority, with reference to the conduct ascertained during the inspections carried out in the call center managed by the company Alessandro Corbelli Sunrise s.r.l.s.

Pursuant to articles 152 of the Code and 10 of Legislative Decree no. 150/2011, opposition to this provision may be lodged with the ordinary judicial authority, with an appeal filed with the ordinary court of the place where the data controller has its registered office, within the term of thirty days from the date of communication of the provision itself .

Rome, 9 July 2020

PRESIDENT

Soro

THE SPEAKER

Soro

THE SECRETARY GENERAL

Busia