 File No.: PS/00534/2021

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 complaining party) dated September 19

2020 filed a claim with the Spanish Data Protection Agency.

The claim is directed against Mistore Canarias, S.L.U. with CIF B67594002 (in

hereinafter, the claimed party or Mistore Canarias). The reasons on which the

claim are as follows.

The claimant states that she made a purchase at the establishment

"*** ESTABLISHMENT.1" where they collected their personal data and the number of

your bank account.

He adds that they offered him to hire mobile insurance, a gift card and a page

of domains or web creation "Sfam, Cyrana and Hubside" that at the last moment

He decided not to contract and was told that his data would be deleted.

Subsequently, for two months, he received charges in his bank account from the

companies "Cyrana, Sfam and Hubside" to which the aforementioned establishment transferred its

personal data without your prior consent, and therefore proceeded to cancel the

charges made to your bank account.

And, provide the following documentation to prove the facts:

-

-

-

Proof of the charge made to your bank account on June 18,

2020, by the claimed party, in relation to the purchase made by the

claimant in “*** ESTABLISHMENT.1".

Invoice of the purchase made in "*** ESTABLISHMENT.1".

Proof of charges made in your name to your bank account,

by the following companies:

By Hubside, which markets website building products, on 1

September 2020.

By Cyrana, which sells point cards to reimburse

Purchase made on September 1, 2020.

By Sfam, which offers mobile insurance, on August 18, 2020.

- Complaint sheet before the General Directorate of Government Consumption

from the Canary Islands

SECOND: In accordance with article 65.4 of Organic Law 3/2018, of 5

December, of Protection of Personal Data and guarantee of digital rights (in

hereinafter LOPDGDD), said claim was transferred to the claimed party, to

to proceed with its analysis and inform this Agency within a month of the

actions carried out to adapt to the requirements set forth in the regulations of

Data Protection.

THIRD: On January 25, 2021, the Director of the Spanish Agency for

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

claimant.

FOURTH: The General Subdirectorate for Data Inspection proceeded to carry out

of previous investigative actions to clarify the facts in

matter, by virtue of the investigative powers granted to the authorities of

control in article 57.1 of Regulation (EU) 2016/679 (General Regulation of

Data Protection, hereinafter RGPD), and in accordance with the provisions of the

Title VII, Chapter I, Second Section, of the LOPDGDD, having knowledge of the

following ends:

On February 25, 2021, the respondent sends this Agency the following

information and demonstrations:

1. That they are not responsible or jointly responsible for data processing

visitors to your business establishments

interested in contracting or who have contracted the insurance and/or the

points program of Cyrana España General or Celside/Sfam since

at the time of hiring none of their employees access them

when hiring.

2. On the other hand, they state that once the client indicates the data and signs

in one of the contracting terminals, the activation of the contract only

I know

activated by means of a code that the client receives on his personal telephone, giving

compliance for such services that during the first month is

free and accepting the conditions of the contract.

3. They add that the contract is received by the client in the email that has been provided in the

data registration and accepting the conditions, by means of a code

received on your phone.

4. They state that they have called the insurer and inform them that

currently has no service.

On August 5, 2021 Hubside Iberica, S.L. sends to this Agency the

following information and statements:

1. As a result of receiving on October 30, 2020 the claim made before the

OCU by the claimant, and after carrying out the appropriate verifications

proceeded on November 16, 2020, to suppress all of

the personal data of the claimant from its database. they attach bliss

suppression.

2. As a result of the deletion, they do not have data on the claimant, nor

your consent or the signed contract.

3. That the origin of the data is the store "***STORE.2" of the center

commercial ***CENTRO.1(***ADDRESS.1, Las Palmas de Gran Canaria-

35010) and therefore proceeded to record your personal data.

4. On June 18, 2020, the claimant went to the store “Xiaomi Las

Arenas” of the shopping center ***CENTRO.1(***ADDRESS.1, Las

de Gran Canaria – 35010) and proceeded to register their

palms

personal information.

The point of sale subscribed in the internal applications of the company said

data, which have been completely deleted from the database.

Provides a screenshot containing the text “B-APPLI SUPPORT” and “Website

contract HES B61 714 457 070” and includes, among other fields:

In fields “name”, “surname”, “web page name” and “domain name”

consists of "DROIT A L'OUBLI".

The date field contains "06/18/2020 22:00"

In the field "general conditions validated" there is "awaiting decision"

In the "validated token" field it states "no"

The “agency” field contains “***STORE.2”.

On August 5, 2021 Sfam Iberica Servicios, S.L. sends to this Agency the

following information and statements:

1. That due to the reception of the claim to the OCU by the

claimant dated October 30, 2020, deleted all data from the

claimant dated February 23, 2021 and proceeded to process a

refund.

2. That due to the deletion, they do not have data on the claimant, nor on their

consent or the signed contract.

3. That the origin of the data is the store "***STORE.2" of the center

commercial ***CENTRO.1(***ADDRESS.1, Las Palmas de Gran Canaria-

35010)

and proceeded to register your personal data.

4. That the point of sale subscribed in the internal applications of your company

said data.

Provides a screenshot containing the text “B-APPLI SUPPORT” and “Modification

of the contract” and includes, among other fields:

In fields “name”, “surname”, “address”, “e-mail”, “zip code”,

“city”, “telephone contact” includes “DROIT A L’OUBLI”.

In the "subscription date" field there is "*****"

In the field "validated warranty conditions" it says "refused"

In the field "contract status" it states "incomplete"

In the "payment status" field, it says "active"

The “agency” field contains “***STORE.2”.

On July 28, 2021, a request for information was sent to Cyrana Spain

General S.L. The notification is done electronically. According to this system of

notification, automatic rejection has occurred after ten days

natural from its availability.

On August 25, 2021, the request for information to Cyrana is reiterated.

Spain General S.L. The notification is made by postal mail.

On November 9, 2021, send this Agency the following information and

manifestations:

1.

On 10/30/2020, Cyrana received a claim from the

claimant, filed through the OCU, in which he alleged the transfer of his data

to the company without your consent and the collection of various charges on your account. After

carry out the appropriate verifications, they proceeded to manage a refund for the value

of €30.00 in favor of the claimant, confirming it in writing on 11/10/2020.

Once said reimbursement was made, they proceeded to delete all the data

of the claimant from its databases, with effect from the day

03/04/2021. They attach the confirmation of said deletion sent by their

collaborators to the claimant on the same 03/04/2021 (Annex 1). As a consequence of

the deletion of personal data in its database, and having proceeded to the

right to be forgotten, they cannot obtain the required signed contract copy.

Documentation accrediting the consent granted by the claimant

two.

for the treatment of your data.

They state that, having applied the right to be forgotten with respect to the data

claims of the claimant in their database, they cannot obtain the

required documentation.

Screenshot of your systems in relation to all the data that is

3.

available associated with the claimant.

They attach a screenshot of their internal database, in which you can

note that, according to what was stated in point 1, the personal data of the

claimant have been deleted in their entirety (Annex 2).

Four.

Origin of the data of the previous section.

On June 18, 2020, the claimant went to the store "***STORE.2"

from the shopping center ***CENTRO.1(***ADDRESS.1, Las Palmas de Gran Canaria –

35010) and proceeded to register their personal data. Point of sale subscribed

in the internal applications of your company such data, which have been

deleted in their entirety from their databases, as they have stated in point

1.

On October 27, 2021 Sfam Iberica Servicios, S.L. sends to this Agency the

following information and statements:

Sfam Iberica Servicios, S.L. is responsible for the treatment and Zopo Iberia, S.L.

1.

processes data on its behalf.

After being required to provide a contract between your entity and Mistore Canarias S.L., you provide

copy of contract dated June 1, 2019 between SFAM (French company) and

Zopo Iberia, S.L. of collaboration and dissemination of the service offers of the first,

where clause 16 is stated in relation to data protection.

“[…] On June 1, 2019, our company signed a Framework Contract for

two.

collaboration and dissemination of service offers with the company Zopo Iberia, SL.

This company is the head of the group of various points of sale located throughout

the Spanish territory. In Annex II of the Contract it was not yet recorded in June 2019

the company Mistore Canarias SL and it was subsequently that a new

company for the store Mi Store located in the Las Arenas Shopping Center. The

Zopo Iberia SL's registered office is the same as Mistore Canarias SL.[…]”

3.

That the meaning of the content of the fields mentioned in the application

has no relation to the conditions of the contract by having applied the right to

forgot.

On October 27, 2021 Hubside Iberica, S.L. sends to this Agency the

following information and statements:

Hubside Iberica, S.L. is responsible for the treatment and Zopo Iberia, S.L. about

1.

data on his behalf.

After being required to provide a contract between your entity and Mistore Canarias S.L., you provide

copy of the contract dated June 1, 2019 between Sfam Iberica Servicios, S.L. Y

Zopo Iberia, S.L. of collaboration and dissemination of the service offers of the first,

where clause 17 is stated in relation to data protection.

“[…] On June 1, 2019, our company signed a Framework Contract for

two.

collaboration and dissemination of service offers with the company Zopo Iberia, SL.

This company is the head of the group of various points of sale located throughout

the Spanish territory. In Annex II of the Contract it was not yet recorded in June 2019

the company Mistore Canarias SL and it was subsequently that a new

company for the store Mi Store located in the Las Arenas Shopping Center. The

Zopo Iberia SL's registered office is the same as Mistore Canarias SL.[…]”

That the meaning of the content of the fields mentioned in the application

3.

has no relation to the conditions of the contract by having applied the right to

forgot.

FIFTH: On November 19, 2021, the Director of the Agency

Spanish Data Protection Agency agreed to initiate a sanctioning procedure against the party

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 the Administrations

Public (hereinafter,

LPACAP), for the alleged violation of Article 6.1 of the

RGPD, typified in Article

83.5 of the GDPR.

SIXTH: Having been notified of the aforementioned initiation agreement, the party complained against filed a written

allegations on December 3, 2021 in which the arguments are reiterated

exposed in his pleadings brief dated February 25, 2021 that in

synthesis, states that the claimed party does not collect the consent of the client,

rather, he lends it to the contracting terminal by entering his data and signature.

SEVENTH: On January 10, 2022, the practice period for

evidence, remembering: 1. To consider reproduced for evidentiary purposes the complaint

filed by the claimant and his documentation, the documents obtained and

generated that are part of the file and 2. Consider reproduced for purposes

evidence, the allegations to the initiation agreement of PS/00534/2021, presented by

the reported entity.

EIGHTH: On February 1, 2022, a resolution proposal was formulated,

proposing that the Director of the Spanish Data Protection Agency

sanction Mistore Canarias, S.L.U. with NIF B67594002, for an infringement of the

Article 6.1 of the RGPD, typified in Article 83.5 a) of the RGPD, a fine of

€5,000.00 (five thousand euros).

The party complained against presented arguments to the Resolution Proposal, in which

reiterates in the arguments set forth in its brief dated February 25, 2021 that

In summary, it states that it is an external collaborator of the insurance company

in accordance with art. 130.2 of Royal Decree 3/2020, of February 4. In its

condition of external collaborator, the employees of the Mistore store are limited to

offer insurance to customers who buy a product from the store and that is not

Responsible for the treatment and is not even a person in charge of the treatment. No

collects the consent of the client, but rather the latter provides it in the terminal of

hiring when entering your data and signature.

Of the actions carried out in this procedure and the documentation

in the file, the following have been accredited:

PROVEN FACTS

FIRST. - It is recorded that on June 18, 2020, the complaining party made a

purchase at the establishment of the claimed party where they registered their data

personal information and the number of your bank account, they offered to take out insurance

mobile phone, a gift card and a domain page or web creation “Sfam, Cyrana and

Hubside” that at the last moment decided not to contract and was told that their data

they would be deleted.

SECOND. – It is stated that the claimed party transferred the personal data of the party

claimant to the entities "Cyrana, Sfam and Hubside" and for two months

Charges were made to your bank account by the aforementioned companies without your consent

prior, and therefore proceeded to cancel the charges made in your bank account.

THIRD. – There is proof of the charge made in the bank account of the party

claimant on June 18, 2020, by the respondent party, in connection with the purchase

made, and invoice of said purchase.

FOURTH. – There are supporting documents for the charges made on behalf of the party

claimant to your bank account, by Hubside and Cyrana on September 1, 2020 and

by Sfam on August 18, 2020.

FIFTH. – Consists of the complaint form before the General Directorate of Consumption

of the Government of the Canary Islands.

FOUNDATIONS OF LAW

Yo

In accordance with the powers that article 58.2 of Regulation (EU) 2016/679

(General Data Protection Regulation, hereinafter RGPD), grants each

control authority and as established in articles 47 and 48.1 of the Law

Organic 3/2018, of December 5, on the Protection of Personal Data and guarantee of

digital rights (hereinafter, LOPDGDD), is competent to initiate and resolve

this procedure the Director of the Spanish Data Protection Agency.

Likewise, article 63.2 of the LOPDGDD determines that: “The procedures

processed by the Spanish Agency for Data Protection will be governed by the provisions

in Regulation (EU) 2016/679, in this organic law, by the provisions

regulations issued in its development and, as long as they do not contradict them, with a

subsidiary, by the general rules on administrative procedures.”

II

The defendant is accused of committing an infraction for violation of the

Article 6 of the RGPD, “Legality of the treatment”, which indicates 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 personal data

for one or more specific purposes;

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

is part of or for the application at the request of the latter of pre-contractual measures;

(…)”

The infringement is typified in Article 83.5 of the RGPD, which considers as such:

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

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

treatment 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 Regulation (EU) 2016/679,

considered very serious and will prescribe after three years 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 Regulation (EU) 2016/679.”

III

In relation to his allegations that he is not Responsible for the treatment and not even is a data processor, it must be stated that Royal Decree-Law 3/2020, of February 4, of urgent measures by which they are incorporated into the legal various Spanish legal directives of the European Union in the field of public procurement in certain sectors; private insurance; of plans and Pension funds; of the tax field and tax litigation, establishes in its article 203 the Condition of responsible or in charge of the treatment.

1. For the purposes provided in Organic Law 3/2018, of December 5, as well as in Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27 of 2016, relative to the protection of natural persons with regard to treatment of personal data and the free circulation of these data: a) The agents insurance and bancassurance operators will have the status of managers of the treatment of the insurance company with which they had celebrated the corresponding agency contract, under the terms provided in title I. b) The insurance brokers and reinsurance brokers will have the status of responsible for the treatment with respect to the data of the people who come to they. c) The external collaborators referred to in article 137 will have the condition of in charge of the treatment of insurance agents or brokers with those who have entered into the corresponding commercial contract. In this case, just may process the data for the purposes set forth in article 137.1. 2. In the event provided for in letter a) of section 1, the agency contract must make include the ends provided for in article 28.3 of Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016. Similarly, in the course provided for in section 1.c) must be included in the commercial contract entered into with external collaborators the ends provided for in article 28.3 of Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27

of 2016. 3. The insurance companies may not keep the data that

provided by insurance brokers, and that do not result in the conclusion of a contract

insurance, being obliged to eliminate them unless there is another legal basis that

allows legitimate data processing in accordance with Regulation (EU) 2016/679

of the European Parliament and of the Council, of April 27, 2016.

Therefore, the collaborator acts before the interested party as the person in charge of the

treatment of the client company.

In the case examined, the regulations set forth and the statements

carried out by the claimed party, it can be inferred that the latter acts as the person in charge of the

treatment of entities Hubside Iberica, S.L. Sfam Iberica Servicios, S.L and

Cyrana Spain General SL

In article 4.8, the person in charge of the treatment is defined as the natural person or

legal entity, public authority, service or other body that processes personal data for

account of the data controller.

All processing of personal data carried out by a person in charge must be governed by a

contract or other legal act in accordance with the Law of the Union or of the States

members concluded between the person in charge and the person in charge, as stipulated in the

Article 28, paragraph 3, of the GDPR.

In this regard, Guidelines 07/2020 on the concepts of "responsible for the

treatment" and "processor" in the RGPD, adopted by the CEPD, on 7

July 2021, detail the following:

“Although the elements provided for in Article 28 of the Regulation constitute its

essential content, the contract must serve so that the person in charge and the person in charge

clarify, by means of detailed instructions, how these will be applied in practice.

fundamental elements. Therefore, the treatment contract should not be limited to

reproduce the provisions of the RGPD, but must include more information

specific and concrete on how the requirements will be met and the degree of

security that will be required for the treatment of the personal data object of the

treatment contract. Far from being a merely formal exercise, the negotiation and

stipulation of the contract conditions serve to specify the details of the

treatment."

They add that “In general, the treatment contract establishes who is the party

determining (the data controller) and who, the party that follows the

instructions (the person in charge of the treatment). Now, “If one party decides in the

practice how and why personal data is processed, that party will be the

responsible for the treatment, even if the contract stipulates that it is the person in charge”

To determine the responsibility of the claimed party, it is necessary to take into account

that if a data processor infringes the Regulation in determining the purposes and

means of treatment, will be considered responsible for the treatment with respect to

such treatment (article 28, paragraph 10, of the RGPD).

On the "Ends and means" the aforementioned guidelines include the following

considerations:

“(…)

Dictionaries define the word end as an "anticipated result that is pursued

or that guides the intended action" and the word means as the "way in which

achieves a result or achieves an objective”

(…)

Determining ends and means is equivalent to deciding, respectively, the

why and how of treatment: in a specific treatment operation, the

The data controller is the party that determines why the processing takes place.

treatment (i.e. “for what purpose” or “what for”) and how this objective will be achieved

(ie what means will be used to achieve it). A natural or legal person who

influences in this way in the treatment of personal data participates, therefore, in the

determination of the purposes and means of such treatment in accordance with the

definition provided for in article 4, point 7, of the RGPD.

The data controller must decide on both the purpose and the means

treatment, as described below. Consequently, you cannot

limit itself to determining the end: it must also make decisions about the means of the

treatment. In contrast, the party acting as processor can never determine

the end of treatment. In practice, if a data controller uses a

manager to carry out the treatment on behalf of the former, the manager

you will usually be able to make some of your own decisions about how to do it. The

CEPD recognizes that the person in charge of the treatment may enjoy a certain margin of

maneuver to make some treatment decisions. In this sense, it is

necessary to clarify what degree of influence on the "why" and "how" entails that

an entity is considered responsible for the treatment and to what extent can the

person in charge of the treatment make their own decisions.

(…)”

In this case, taking into account the above, it can be concluded that the

mere fact of using the contracting terminal of the Hubside Iberica entities,

SL Sfam Iberica Servicios, S.L and Cyrana España General SL does not exempt

responsibility to the claimed party. It has not proven that it acted following the

detailed instructions of those responsible, so it can be considered that

has acted as data controller, since it has decided for itself

treat the personal data of the complaining party in order to be given

registration in the services provided by them. It has also decided how to

treat them by determining the organizational means of this treatment, as there is no

proof that the contracting has been carried out following the instructions of the

responsible.

Thus, the party complained against violated article 6.1 of the RGPD, since it made the

treatment and transferred the personal data of the claimant without legitimacy for it

in order to register a mobile insurance, a gift card and a page of

domains or web creation not requested by the complaining party, without

accredited that he had contracted legitimately, had his consent

for the collection and subsequent processing of your personal data, or there is any

other cause that made the treatment carried out lawful.

Consequently, it has processed the personal data of the party

claimant without having accredited that he has the legal authorization to do so.

Article 6.1 RGPD says that the treatment "will be lawful if it is necessary for the

performance of a contract to which the interested party is a party.

It was therefore essential that the respondent prove before this Agency that the

claimant had contracted any of the aforementioned services.

The complaining party proves that charges were made in his bank account for the

entities “Cyrana, Sfam and Hubside” to which the respondent gave her data.

Well, it is stated in the statements made to this Agency dated 5

August 2021 by Hubside Iberica, S.L., Sfam Iberica Servicios, S.L., and on August 9

November 2020 by Cyrana España General S.L. that on June 18, 2020, the

claimant went to

Mall

CENTRO.1(ADDRESS.1, Las Palmas de Gran Canaria – 35010) and proceeded

to the registration of your personal data. Point of sale subscribed in the applications

internal of the company said data, which later as a result of receiving the

claim filed by the claimant have been completely removed from their

databases.

store “***STORE.2” of the

the

IV

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 administrative fines

under this Article for infringements 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

such as the number of interested parties affected and the level of damages that

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 they have applied under

of articles 25 and 32;

e) any previous infringement 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 remedy the

infringement and mitigate the possible adverse effects of the infringement;

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 whether the person in charge or the person in charge notified the infringement and, if so, in what

measure;

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

previously 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 of

certification 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 obtained or losses avoided, directly or

indirectly, through the 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 delegate.

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 disputes between them and any

interested."

In accordance with the precepts transcribed, in order to set the amount of the sanction of

fine to be imposed on the claimed party, as responsible for an infraction typified

In article 83.5.a) of the RGPD, the following factors are considered concurrent:

- The linking of the activity of the offender with the performance of data processing

personal (art. 83.2 k of the RGPD in relation to art. 76.2 b of the LOPDGDD).

Therefore, according to the above.

The balance of the circumstances contemplated in article 83.2 of the RGPD, with

Regarding the infraction committed by violating what is established in article 6, it allows establishing

a fine of 5,000 euros (five thousand euros).

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 MISTORE CANARIAS, S.L., with CIF B67594002, for a

violation of Article 6.1 of the RGPD, typified in Article 83.5 of the RGPD, a fine

€5,000 (five thousand euros).

SECOND: NOTIFY this resolution to MISTORE CANARIAS, S.L..

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 939/2005, of July 29, in relation to art. 62 of Law 58/2003,

of December 17, through its entry, indicating the NIF of the sanctioned and the number

of procedure that appears in the heading of this document, in the account

restricted number ES00 0000 0000 0000 0000 0000, opened on behalf of the Agency

Spanish Department of Data Protection in the banking entity CAIXABANK, S.A.. In case

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

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

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