

□ Procedure No.: PS/00219/2019

RESOLUTION R/00449/2020 TERMINATION OF THE PROCEDURE FOR PAYMENT
VOLUNTEER

In sanctioning procedure PS/00219/2019, instructed by the Spanish Agency for
Data Protection to BANCO BILBAO VIZCAYA ARGENTARIA, S.A., in view of the
complaint filed by A.A.A., and based on the following,

BACKGROUND

FIRST: On March 6, 2020, the Director of the Spanish Agency for
Data Protection agreed to initiate sanctioning proceedings against BANCO BILBAO
VIZCAYA ARGENTARIA, S.A. (hereinafter, the claimed party), by means of the Agreement that
is transcribed:

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Procedure No.: PS/00219/2019

935-240719

AGREEMENT TO START A SANCTION PROCEDURE

Of the actions carried out by the Spanish Agency for the Protection of
Data and in consideration of the following

FACTS

FIRST: On 04/23/2019 the Director of the Spanish Agency for the Protection of
Data (AEPD) estimated the reversal appeal RR/00002/2019, filed by D.
A.A.A. (hereinafter the claimant), and agreed to admit for processing the claim that in
his day had presented. Through the RR / 00002/2019 the agreement was challenged
issued by the Director of the AEPD on 12/12/2018, within the framework of E/04539/2018, which
inadmissible for processing the claim that the claimant made on 06/27/2018.

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The claim is addressed to BANCO BILBAO VIZCAYA ARGENTARIA

-BBVA- (hereinafter the defendant or BBVA), entity that has required the payment of a debt that does not belong to you and you have communicated your personal data with that purpose to a collection agent. The claimant states that for several months was receiving phone calls and emails from Multigestion

Iberia, S.L, which, on behalf of BBVA, demanded the payment of a debt to which he is unaffiliated. He adds that he requested the cancellation of his data to BBVA without receiving a response.

The claimant declares that the statements made by the respondent are not true in his response to the informative request of this Agency: that he maintains positions debtors with the one claimed as representative of POUSEN, S.L. Add that has no connection with the company POUSEN, S.L. and that he communicated to BBVA this circumstance before requesting the cancellation of your data and also when request it.

Provide a copy of the following documents:

- Notarial public deed dated 11/14/2014 of “modification, termination of administrator and appointment of a member of the board of directors granted by POUSEN, S.L.” In it, the following agreements, among others, are made public adopted on 10/15/2014: the dismissal of the sole administrator D. A.A.A. and the appointment of the new sole administrator D. B.B.B.. It is documented the presentation of the notarial deed in the Mercantile Registry on ***DATE.1.
- The copy of the emails dated 05/25/2018 and 05/26/2018 exchanged with Multigestion Iberia, S.L., and with BBVA, duly certified by

the company eGarante, a trusted third party, which proves that on 05/25/2018 the claimant exercised before Multigestion Iberia, S.L., and before BBVA the rights of access and deletion and that Multigestion informed him that it was acting as the person in charge of treatment of BBVA in order to claim on its behalf the payment of a debt pending with the company POUSEN, S.L. The claimant documents have informed the person in charge of treatment that it has nothing to do with the debtor company.

SECOND: A.- In accordance with the mechanism prior to the admission for processing of the claims that are formulated before the AEPD that established article 9 of the Real

Decree-Law 5/2018, on urgent measures for the adaptation of Spanish Law to the

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European regulations on data protection -rule in force since the

07/31/2018 until its repeal by Organic Law 3/2018, of December 5, of

Data Protection and Guarantees of digital rights (LOPDGDD)- on date

08/22/2018, the Data Protection Delegate was informed of the claim of the

claim incorporated into file E/4539/2018 and it was requested that, within the

one month from receipt, inform this Agency of the circumstances that

had originated the facts exposed in it, of the decision adopted to end

to the irregular situation caused and to proceed to communicate its decision to the

claimant.

The respondent responds in writing dated 10/01/2018 in which she makes the

following manifestations:

- Acknowledges that the claimant, by email sent on

05/25/2018 both BBVA and Multigestion Iberia, S.L., exercised the rights

of “access and cancellation regarding your personal data and where,

Specifically, it required the removal of your email from the database.

BBVA data”.

- Provide, as an attached document, a copy of the email that the claimant

He sent him what he says in one of his paragraphs:

“These days the people from Multigestion Iberia, S.L. have written to me, saying

I owe you a debt. I have no debt to anyone. ...

According to them, Pousen, S.L., has a debt with BBVA, something that I know is not

true, because before he had a relationship with Pousen. But now I don't have any

link with Pousen, S.L. In addition, you have obtained emails

personal, personal and work phones, so above I request the

source from where you have obtained them... Finally I indicate that I do not have

no debt to you or to anyone. (...)” (The underlining is from the AEPD)

- BBVA explains: “On 09/28/2018 the SAC responded by email to Mr.

A.A.A. accessing your right of access, but not the cancellation, since

had active positions with the Bank. However, according to the

RGPD, proceeded to remove your email address from the database

data of my represented...”(The underlined is from the AEPD)

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- BBVA focuses on this issue in the second allegation of the information brief in

the one that says: "Mr. A.A.A. He was sole partner and administrator of the company

POUSEN, S.L., between 03/12/2019 and 12/02/2014, as can be seen

in Document No. 4 provided. Due to this professional link the

10/22/2012 contract No. ***CONTRATO.1 was signed between the company

POUSEN, S.L., and BBVA, including Mr.

as its representative and

the email mentioned as contact information, as can be

observe in Document nº 5 that is attached." (The underlining is from the AEPD)

A.A.A.

- Document no. 4 provided by BBVA corresponds to the result of the query

made electronically on 09/14/2018 to Axesor - commercial information,

incidents and links- that offers a comprehensive view of the trajectory

commercial, structural and corporate of the company POUSEN, S.L., and allows

verify that since 12/02/2014 appears as Sole Administrator Mr.

B.B.B.. The document states that the claimant was a sole partner and

sole administrator of POUSEN between 03/12/2009 and 12/02/2014. Also,

that on date *** DATE.1 the following are registered in the Mercantile Registry

acts: the cessation as sole administrator of D. A.A.A.; the appointment as

Sole administrator of D. B.B.B. and the loss of unipersonality of the

society.

- BBVA provides a copy of the response sent to the claimant by mail

email dated 09/28/2018. It informs you about your application for

access, through six stalls. Regarding the cancellation request

the claimed one is limited to saying: "...in relation to your request for cancellation of

the data about you that is in our records, of which

has left a verbatim copy in this writing, we inform you that after making the

opportune checks we verify that today it maintains positions

in force with the entity, so it is not possible to access your request, since

The legal basis that obliges us to treat your personal data is based on the contractual relationship in addition to compliance with the law. In order to carry out the effective deletion of your personal data, there should not appear any position or commercial relationship with our entity". (The underlining is from the AEPD)

- Document no. 5 provided by BBVA is a screenshot of its systems in which the name, two surnames and NIF of the claimant appear followed by the indication "AH: LEGAL CX INTEGRATION ACCOUNT". The account ***ACCOUNT.1 is linked to these data: "NIF LEGAL PERSON B73621351 POUSEN S.L. FIRST HOLDER". "NIF PHYSICAL PERSON

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***NIF.1 A.A.A. REPRESENTATIVE" (The underlining is from the AEPD)

- BBVA has stated in its informative response that "Currently the contract nº ***CONTRATO.1 maintains an outstanding debt with BBVA of XXX euros, as can be seen in the screenshot of the Bank's systems that

it is provided as Document No. 6". Document No. 6 is called "Detail

Real Arrears Contract" and in the section "Basic data" it states: "Contract

***CONTRACT.2 Holder: POUSEN, S.L., Document: B73621351 Status:

Suspense. In the section devoted to "Additional information" it is stated as

"Product: LEGAL CX INTEGRATION ACCOUNT".

On 12/12/2018, the Director of the AEPD agrees to inadmit the

claim made by the claimant.

B.- The claimant files on 12/26/2018 an optional appeal for reconsideration against the agreement of non-admission for processing (RR/0002/2019) in which it underlines that BBVA denied the cancellation of your data for allegedly maintaining debit positions in quality of representative of POUSEN, S.L.; that communicated to the claimed entity, both before requesting the cancellation of your data and when requesting it, which has no no relationship with POUSEN and that this company has another sole administrator.

Provide a copy of the public deed of modification, termination of administrator and appointment of members of the Board of Directors granted by POUSEN, S.L., on 10/29/2014, which is registered in the Mercantile Registry of ***LOCATION.1 on 11/14/2014.

On 04/23/2019, the Director of the AEPD resolved to uphold the appeal for replacement filed by the claimant against the resolution of this Agency issued on 12/12/2018 and “agree on the admission for processing of the claim filed against BANK BILBAO VIZCAYA ARGENTARIA, S.A.”

C.- Article 67 of the LOPDGDD, under the heading "Previous Actions of investigation" provides that before the adoption of the agreement to initiate procedure and once the claim, if any, has been admitted for processing, the Agency may carry out preliminary investigation actions. And adds that section 2 that “Preliminary investigative actions ... may not have a duration

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more than twelve months from the date of the admission to process agreement...”.

Through Diligence dated 12/20/2019 of the data inspector,
incorporate into the file various screenshots relating to the information that
appears in the Mercantile Registry with respect to the company POUSEN, S.L. through them
it is verified that, since the termination of the claimant as sole Administrator of POUSEN,
S.L., and the appointment as Administrator of D. B.B.B., the company has not changed
their legal representatives.

FOUNDATIONS OF LAW

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

II

Article 58 of the RGPD, “Powers”, states:

“2 Each supervisory authority shall have all of the following powers
corrections listed below:

(...)

c) order the data controller to attend to the exercise requests
of the rights of the interested party under this Regulation;

(...)

i) impose an administrative fine under Article 83, in addition to or instead of
of the measures mentioned in this section, depending on the circumstances of the
particular case

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(...)"

The RGPD deals in article 5 with the principles that must govern the treatment of personal data and mentions among them that of "accuracy"

"1. The personal data will be:

(...)

d) accurate, and if necessary updated; all measures will be taken

reasonable to eliminate or rectify without delay the personal data that

are inaccurate with respect to the purposes for which they are processed <<inaccuracy>>"

Article 5.2. GDPR adds:

"The data controller will be responsible for compliance with the provided in section 1 and able to demonstrate it (<<proactive responsibility>>)"

The violation of article 5.1.d) of the RGPD is typified in the article

83.5 of Regulation (EU) 2016/679 in the following terms:

"5. Violations of the following provisions will be sanctioned, in accordance with section 2, with administrative fines of a maximum of 20,000,000 Eur 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 treatment, including the basic conditions for consent under articles 5, 6, 7 and 9;"

For its part, the LOPDGDD, for the purpose of prescription, contemplates as very serious infraction in its article 72.1.a) "The processing of personal data violating the principles and guarantees established in article 5 of the Regulation (EU)

2016/679”.

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The documentation in the file proves that BBVA processed the data of the claimant in violation of the principle of accuracy.

The processing of the claimant's data associated with inaccurate data -the attribution of a debt to which he was oblivious - is evidenced by the text of the emails sent on 05/25/2018 both to BBVA and to the person in charge of treatment, Multigestion Iberia, S.L., and to the latter on 05/26/2018.

It also shows that there was a data processing by BBVA of the claimant contrary to the principle of accuracy the response of that entity to the informative request that the Agency made in the phase of admission to processing of the claim. Thus, in writing that was entered in the Registry of this body the 10/01/2018, BBVA informed the AEPD that, as a result of the claimant exercising the right to cancel your personal data, on a precautionary basis, the file before Multigestion Iberia, S.L.U., but the customer service (SAC) of BBVA responded to the complainant in an email dated 09/28/2018 that it did not could access the right of cancellation requested "because it presented positions active with the bank.

The respondent adds that the claimant "was the sole partner and administrator of the mercantile POUSEN, S.L., between 03/12/2009 and 12/02/2014" and that "due to that professional link" on 10/22/2012 the contract number

*** CONTRACT.1 between POUSEN, S.L., in which the claimant was listed as representative of the company and his email address was collected. BBVA ends its explanation saying that "the contract number ***CONTRATO.1 maintains a debt slope of XXX euros as can be seen in the screenshot of the systems of the Bank that is contributed". The documents provided in this regard are captures of screen in which POUSEN, S.L. appears as a client, as "owner" of the account transcribed above and the claimant as "representative".

Among the documents that BBVA sent to this Agency in the admission phase to In the process, there is a report provided by AXESOR on 09/14/2018, which includes with total clarity that on 12/02/2014 the cessation of the claimant as the sole administrator of POUSEN and has been designated as a new sole administrator to D. B.B.B.

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Thus, contract number ***CONTRATO.1 was entered into by BBVA with a legal person, the commercial company POUSEN, S.L., an end of which there is no doubt as it is that company appears as the "holder" of the contract in the BBVA files. In screenshots provided by BBVA the claimant appears as "representative", given its status as the sole administrator of the company and in accordance with article 233.1 of the Consolidated Text of Law 1/2010 on Companies Capital.

The attribution to the administrator of a capital company of a debt contracted by the company it represents constitutes in itself an infringement

of the principle of accuracy. Even more serious is BBVA's conduct if one takes into consideration that four years before the events occurred, the claimant was no longer a director of POUSEN, S.L., as he had ceased at that time charge by social agreement dated 10/15/2014, elevated to public deed on 10/29/2014 and published in the Mercantile Registry on ***DATE.1.

As a result of the attribution to the claimant of inaccurate data -a debt that does not belonged- BBVA processed your personal data without legitimacy by communicating it to your in charge of treatment so that she could claim on her behalf a debt to which she was unaffiliated. Another consequence of the violation of the principle of accuracy is the denial by BBVA to the claimant of the deletion of their personal data requested. Starting from inaccurate information, the entity arrives at the incorrect conclusion of rejecting the requested deletion by improperly estimating that those claimant data are necessary for the purpose for which they were collected (ex article 17.1.a; of the GDPR to the contrary)

The exposed facts also show a serious lack of diligence in BBVA not only for having attributed to the claimant, whose condition was not that of debtor, the debt contracted by who had been his client, but also because of having consulted the R.M. could have known that the claimant no longer held the manager status. Furthermore, the claim persists in its infringing conduct and, despite having been informed by the claimant at the end of May 2018 that he is no longer an administrator of the debtor entity, POUSEN, does not carry out no check on that end and refuses to cancel your data. It's more, Nor does he realize his mistake when he asks Axesor in September 2018 for a report with the history of the social agreements registered by POUSEN in the R.M., among which is the termination agreement of the claimant as administrator and the appointment of a new sole administrator of the company adopted in October

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of 2014 and registered in the R.M. on ***DATE.1.

The behavior of BBVA described above is subsumable in the sanctioning type of the article 83.5.a, RGPD.

IV

In determining 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,

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

- i) when the measures indicated in article 58, paragraph 2, have been previously ordered against the person in charge or the person in charge in question in relation to the same matter, compliance with said measures;
- j) adherence to codes of conduct under article 40 or mechanisms certificates approved in accordance with article 42, and
- k) any other aggravating or mitigating factor applicable to the circumstances of the case, such as financial benefits realized or losses avoided, direct or indirectly, through infringement.”

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

“Sanctions and corrective measures”, provides:

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

may also be taken into account:

- a) The continuing nature of the offence.
- b) The link between the activity of the offender and the performance of treatments of personal data.
- 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 after the commission of the infringement, which cannot be attributed to the absorbing entity.
- f) Affectation of the rights of minors.
- g) Have, when it is not mandatory, a delegate for the protection of data.
- h) The submission by the person in charge or person in charge, with voluntary, to alternative conflict resolution mechanisms, in those assumptions in which there are controversies between those and any interested."

In accordance with the transcribed precepts, and without prejudice to what results from the instruction of the procedure, in order to set the amount of the sanction of a fine that

It is appropriate to impose the defendant as allegedly responsible for an offense classified in article 83.5.a) of the RGPD, in an initial assessment, the concurrence of the following factors that operate aggravating the liability required of that entity:

- The processing operation in which the infringing conduct is specified may be classified as significantly serious.

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- Serious lack of diligence: The conduct of the defendant in which the infraction is the result of a serious lack of diligence in complying with the obligations imposed by data protection regulations. The entity seems ignore two essential issues; that the administrator of a company is its representative and it is not possible to attribute to him personally the condition of debtor when the owner of the debt is the company represented and by another that BBVA did not adopt the slightest caution by consulting the Mercantile Registry and verifying the identity of who held the status of administrator of the debtor company at the time of communicate the data of the claimant to MULTIGESTIÓN.

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Regarding the circumstance described in section k) of article 83.2 of the RGPD in relation to article 76 of the LOPDGDD, it is worth mentioning that the activity of the allegedly infringing entity is linked to the processing of personal data, both from clients and from third parties, therefore, taking into account its extremely important volume of activity, the transcendence that have the infringing behaviors that are the subject of this claim.

Therefore, based on the foregoing,

By the Director of the Spanish Data Protection Agency,

HE REMEMBERS:

FIRST: START SANCTION PROCEDURE against BANCO BILBAO VIZCAYA

ARGENTARIA, S.A., with NIF A48265169, for the alleged infringement of article 5.1. d) of the RGPD typified in article 83.5 of the aforementioned Regulation (EU) 2016/679.

SECOND: APPOINT C.C.C. and secretary to D.D.D., indicating that

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

THIRD: INCORPORATE to the disciplinary file, for evidentiary purposes, the claim filed by the claimant and its attached documentation; documents obtained and generated by the General Subdirectorate for Data Inspection during the previous information; the appeal filed by the claimant and attached documentation; the appraisal resolution of RR/00002/2019, and the documentation obtained by the Data Inspection in the course of the investigation previous.

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FOURTH: THAT for the purposes provided in art. 64.2 b) of Law 39/2015, of 1 October, of the Common Administrative Procedure of the Public Administrations, the sanction that could correspond would be an administrative fine for an amount of €60,000 (sixty thousand euros) without prejudice to what results from the instruction.

FIFTH: THAT for the purposes provided in art. 64.2 b) of Law 39/2015, of 1 October, of the Common Administrative Procedure of the Public Administrations, the sanction that could correspond would be ORDER the claimed one to proceed to Delete without delay the personal data of the claimant that concerns him.

SIXTH: NOTIFY this agreement to BANCO BILBAO VIZCAYA ARGENTARIA, S.A., with NIF A48265169, granting a hearing period of ten business days to to formulate the allegations and present the evidence it deems appropriate. In

your brief of allegations must provide your NIF and the number of the procedure that appears at the top of this document.

If within the stipulated period it does not make allegations to this initial agreement, the

The same may be considered a resolution proposal, as established in the

Article 64.2.f) of Law 39/2015, of October 1, on Administrative Procedure

Common to Public Administrations (hereinafter, LPACAP).

In accordance with the provisions of article 85 of the LPACAP, in the event of

that the sanction to be imposed was a fine, it may recognize its responsibility within

of the term granted for the formulation of allegations to this initial agreement; it

which will entail a reduction of 20% of the sanction to be imposed in

the present procedure. With the application of this reduction, the sanction would be

established at 48,000 euros, resolving the procedure with the imposition of this

sanction.

Similarly, you may, at any time prior to the resolution of the

present procedure, carry out the voluntary payment of the proposed sanction, which

which will mean a reduction of 20% of its amount. With the application of this

reduction, the sanction would be established at 48,000 euros and its payment will imply the

termination of the procedure.

The reduction for the voluntary payment of the sanction is cumulative to the one

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It is appropriate to apply for the acknowledgment of responsibility, provided that this

acknowledgment of responsibility is revealed within the period

granted to formulate arguments at the opening of the procedure. The pay
volunteer of the amount referred to in the preceding paragraph may be made at any
time prior to resolution. In this case, if it were appropriate to apply both
reductions, the amount of the penalty would be established at 36,000 euros.

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

In the event that you choose to proceed with the voluntary payment of any of the
amounts indicated above, 48,000 euros or 36,000 euros, you must do so
cash by depositing it in account number ES00 0000 0000 0000 0000 0000 opened
on behalf of the Spanish Agency for Data Protection at CAIXABANK Bank,
S.A., indicating in the concept the reference number of the procedure that appears in
the heading of this document and the reason for the reduction of the amount to which
welcomes

Likewise, you must send proof of payment to the General Subdirectorate of
Inspection to proceed with the procedure in accordance with the quantity
entered.

The procedure will have a maximum duration of nine months from the
the date of the start-up agreement or, where applicable, of the draft start-up agreement.

Once this period has elapsed, it will expire and, consequently, the file of
performances; in accordance with the provisions of article 64 of the LOPDGDD.

Finally, it is pointed out that in accordance with the provisions of article 112.1 of the
LPACAP, there is no administrative appeal against this act.

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Director of the Spanish Data Protection Agency

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: On November 21, 2020, the claimant has proceeded to pay the

SECOND

the sanction in the amount of 36,000 euros making use of the two reductions

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

acknowledgment of responsibility.

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

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

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

the facts referred to in the Initiation Agreement.

FOUNDATIONS OF LAW

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By virtue of the powers that article 58.2 of the RGPD recognizes to each authority of

control, and as established in art. 47 of the Organic Law 3/2018, of 5

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

hereinafter LOPDGDD), the Director of the Spanish Agency for Data Protection

is competent to sanction the infractions that are committed against said

Regulation; infractions of article 48 of Law 9/2014, of May 9, General

Telecommunications (hereinafter LGT), in accordance with the provisions of the

article 84.3 of the LGT, and the infractions typified in articles 38.3 c), d) and i) and

38.4 d), g) and h) of Law 34/2002, of July 11, on services of the society of the

information and electronic commerce (hereinafter LSSI), as provided in article

43.1 of said Law.

II

Article 85 of Law 39/2015, of October 1, on Administrative Procedure

Common to Public Administrations (hereinafter, LPACAP), under the rubric

"Termination in sanctioning procedures" provides the following:

"1. Started a sanctioning procedure, if the offender acknowledges his responsibility,

the procedure may be resolved with the imposition of the appropriate sanction.

2. When the sanction is solely pecuniary in nature or it is possible to impose a

pecuniary sanction and another of a non-pecuniary nature, but the

inadmissibility of the second, the voluntary payment by the alleged perpetrator, in

any time prior to the resolution, will imply the termination of the procedure,

except in relation to the replacement of the altered situation or the determination of the

compensation for damages caused by the commission of the infringement.

3. In both cases, when the sanction is solely pecuniary in nature, the

competent body to resolve the procedure will apply reductions of, at least,

20% of the amount of the proposed sanction, these being cumulative with each other.

The aforementioned reductions must be determined in the notification of initiation

of the procedure and its effectiveness will be conditioned to the withdrawal or resignation of

any administrative action or recourse against the sanction.

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The reduction percentage provided for in this section may be increased

regulations.

In accordance with the above, the Director of the Spanish Agency for the Protection of

Data RESOLVES:

FIRST: TO DECLARE the termination of procedure PS/00219/2019, of

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

SECOND: NOTIFY this resolution to BANCO BILBAO VIZCAYA

ARGENTARIA, S.A.

In accordance with the provisions of article 50 of the LOPDGDD, this

Resolution will be made public once it has been notified to the interested parties.

Against this resolution, which puts an end to the administrative procedure as prescribed by

the art. 114.1.c) of Law 39/2015, of October 1, on Administrative Procedure

Common of the Public Administrations, the interested parties may file an appeal

contentious-administrative before the Contentious-administrative Chamber of the

National Court, in accordance with the provisions of article 25 and section 5 of

the fourth additional provision of Law 29/1998, of July 13, regulating the

Contentious-Administrative Jurisdiction, within a period of two months from the

day following the notification of this act, as provided in article 46.1 of the

aforementioned Law.

Sea Spain Marti

Director of the Spanish Data Protection Agency

936-031219

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es