

- Procedure No.: PS/00423/2018

938-051119

RESOLUTION OF PUNISHMENT PROCEDURE

Of the procedure instructed by the Spanish Agency for Data Protection and
in consideration of the following

BACKGROUND

FIRST: On 08/17/2018 it has entry in the Spanish Protection Agency
of Data (AEPD) a letter from D. ^a A.A.A. (hereinafter, the claimant) in which
states that FLIP ENERGIA, S.L., with NIF B87075982 (hereinafter, the claimed or
ALTERNA) has charged two receipts to your bank account despite not being your client
nor have been in the past and that it has not authorized such charges.

Attach a copy of the following documents to your claim:

-

The complaint filed at the Police Station on 08/17/2018 in
who, among other things, states that she is the owner of the bank account with
IBAN ***ACCOUNT.1 and that in that account, erroneously, two
charges, for amounts of 17.68 euros and 28.42 euros, from
ALTERNATE who is not or has not been a client.

Two documents with the BBVA logo relating to both

-

debits by direct debit on account, charges that he proceeded to return. In
both documents the creditor is FLIP ENERGÍA, S.L., with CIF B87075982
and A.A.A. appears as debtor. In both documents the "Ref. owed" and the
"Ref. mandate" is DH20180604095. One of the debts, amounting to
28.42 euros and date 07/13/2018, indicates in the concept section: "Invoice

Alternate electricity for ***ADDRESS.1 (SH20180604 095SE02)". In the another, dated 07/27/2018 and for an amount of 17.68 euros, is indicated in the concept section: "Alternate electricity bill for ***ADDRESS.1 (SH20180604 095SE04)"

SECOND: In view of the facts set forth in the claim, the AEPD, in the framework of file E/5681/2018, and in accordance with the provisions of article 9.4 of Royal Decree-Law 5/2018, on urgent measures to adapt the Spanish law to the regulations of the European Union regarding the protection of data, through a document signed on 09/27/2018, transferred it to the person claimed so that within a period of one month it would provide this Agency with an explanation of the facts exposed in the claim, will detail the measures adopted to prevent similar situations continue to occur in the future and also proceed to Communicate your decision to the complainant.

The document was notified to the claimed party electronically, being the date of available and the date of acceptance of the notice on 09/27/2018, as

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

2/11

accredits the certificate issued by the FNMT that is in the file.

Likewise, in a document signed on 09/27/2018, the AEPD acknowledged receipt of the claim and communicated to the claimant the transfer of the claim to the entity claimed.

The defendant responded to the information request of the AEPD on 10/05/2018 in the who made the following statements:

That "All the contracts that arrive at ALTERNA come

-

by Phone House store personnel. Dated 06/11/2018 from

a Phone House store send us a contract signed in the name of

A.A.A., hereinafter the PLAINTIFF, (DNI: *** DNI.1) for the point of

light supply CUPS ***CUPS.1".

-

It adds that, following the implemented protocol, an email was sent to

the address ***EMAIL.1 in which he was informed that he had contracted the

supply with that entity and that on 06/23/2018 began to consume

energy billed by ALTERNA.

-

It states that the claimant contacted them for the first time on

08/22/2018 and requested a copy of the contract that he had allegedly signed

and the bills.

-

The entity affirms that the claimant paid the pending invoices

XXXSE01 and XXXSE02 with penalty. It adds that the complainant says that

"the discharge was given without his consent" and that "For this reason he was not

will claim the pending invoice with reference XXXSE04". And continues

saying, "You will need to go to the Phone House store where the

hiring without your consent to request reimbursement of invoices

already paid that have not been returned". (The underlining is from the AEPD)

-

Lastly, it indicates that the supply has been withdrawn with ALTERNA and

that today the relationship between the complainant and FLIP has been terminated

ENERGY.

The respondent submitted the following attached documentation to the Agency:

Copy of an electricity contract bearing the reference XXX. as data

-

***DNI.2,

of the contracting party include the following: A.A.A., with NIF

CUPS ***CUPS.1, and address of ***ADDRESS.1. The e-mail adress

***EMAIL.2 and mobile phone ***PHONE.1. In another document,

also integrated in the contract of reference XXX, the data of the

direct debit to the bank account ***ACCOUNT.2. In the last page of the

document appears a signature of the contracting party that differs completely from the

signature that appears on your statement of claim filed with the Agency and

on the copy of your police report.

-

It is noteworthy that the NIF that appears in that document

(NIF ***DNI.2) is different from the one stated in the letter that FLIP

ENERGY directed to the AEPD: ***DNI.1. The latter is the NIF that the claimant

provided as yours in your claim; letter of which the Agency transferred

to FLIP ENERGY to explain the facts.

The same consideration to that of the NIF can be made regarding the address. The

claimant, both in the claim filed with the Agency and in the

www.aepd.es

sedeagpd.gob.es

C/ Jorge Juan, 6

28001 – Madrid

police report, provided as address ***ADDRESS.2. However, in
the contractual document with reference XXX that the respondent has provided,
As in the invoices provided, the address is the
***ADDRESS 1.

It is equally noteworthy that bank debit documents
into account that the claimant has contributed relate to an account of her
ownership identified with the reference ***ACCOUNT.1. This data appears
also in the complaint that the affected person filed with the Police in which
affirmed that several invoices had been charged to that account that
they don't belong to you. Well, in the copy of the contract provided by FLIP
ENERGY the bank data for the direct debit refers to another account in
that same entity: ***ACCOUNT.2.

The respondent provides a copy of the following invoices issued to

-

A.A.A name:

Reference XXXSE01, dated 06/23/2018, for an amount of 5.24

Reference XXXSE02, of 06/30/2018, of 28.42 euros

Reference XXXSE03, dated 07/26/2018, negative amount, -16.13

Reference XXXSE04, dated 07/24/2018, for an amount of 17.68 euros.

In the invoices that provide the only address of supply and CUPS that appears
is the aforementioned ***ADDRESS.2 and the CUPS number ***CUPS.1.

☐

euros.

☐

☐

euros.

□

THIRD: Dated 04/01/2019

the Director of the AEPD agrees to initiate

sanctioning procedure to the one claimed for the presumed infraction of article 6.1.a)

of the RGPD, typified in article 83.5. a) of the RGPD.

FOURTH: The respondent presented arguments to the initial agreement that had

entry into the AEPD on 04/07/2019 in which he requested that the AEPD proceed to the

file of the sanctioning procedure that concerns us because the data of the

claimant were not processed by it or included in its files.

Affirms that the treatment of the data of the claimant that constitutes the object

of this sanctioning file was not the consequence of a negligent action by

its part, but rather it was the consequence of an error made by BBVA.

In support of his claim he makes these statements:

- That there has been an error in the facts object of the claim since the

claimant, Mrs. A.A.A., holder of NIF ***DNI.1

and domicile in

***ADDRESS.2 and account number in the BBVA entity ***ACCOUNT.1 is not

client of FLIP or The Phone House and that although it was this lady who

received receipts from ALTERNA in his bank account, this was “due to the

error and the internal redirection operated by the banking entity BBVA”

- That the person who contracted the services with her was Mrs. A.A.A., with NIF ***DNI.2 and

address at ***ADDRESS.1. That this person, who is your client, came in

date 06/04/2018 to The Phone House store and signed a contract of

electric power with AC.

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

4/11

-

The respondent provides proof of what has been stated, the copy of the contract that the aforementioned lady subscribed with her through The Phone House store as well like a copy of your ID. From the examination of this identification document, notes the obvious similarity between the signature of the DNI and that of the contract concluded with the claimed The contract contains the transcribed client data plus above as well as your bank details for direct debit at the BBVA entity of payment of bills. The account ***ACCOUNT.2.

- Adds the claim that on 05/25/2018 signed with The Phone House the corresponding data access contract -document from which you provide copy- in which the former occupies the position of data controller and the second in charge of treatment.

- That as a result of the development of the contractual relationship between ALTERNA and its client issued two invoices on dates 06/29/2018; 07/12/2018 and 07/27/2018 against the bank account of your client, account ***ACCOUNT.2, whose data contained in the contract and of which this Agency was informed in the writing of response to the information request (E/05681/2018)

- He adds that he turned the receipts for the collection of the invoices against the account of his client and that in no case could he turn them against the account of the claimant because such data does not appear in their files since the claimant is not a client Yours has not been.

- In short, concludes the claimed entity, it has a client with the same name and two surnames as the claimant and both have a bank account in

the BBVA entity; has proven that she turned the receipts correctly, against your client's account and not against the claimant's account, so the facts about which the claim is based are the result of an error by BBVA, who is liable administrative sanction but not to

ALTERNATE who has acted with the utmost diligence and has carried out all the precise internal procedures to make the charges that proceed to their client and not the claimant.

Provide a copy of the following documents:

1. Electricity contract with reference XXX signed between A.A.A., with NIF ***DNI.2 and address at ***ADDRESS.1, electronic address ***EMAIL.2. I know incorporates in the document the direct debit order in the bank account ***ACCOUNT.2.

Copy of the back of the client's DNI, A.A.A., with NIF ***DNI.2.
two.

3. The data access contract entered into between FLIP and THE PHONE HOUSE on 05/25/2018 in which the latter entity is attributed the status of treatment manager.

4. Screenshots with the extracts of the turns made by the claimed against your client's bank account:

☐ There is a document that has in the header, corner left, the indication "bank_2018-06 (...)". In it, in different paragraphs, contains this information: "<Id> Is (...)</Id> (which is the NIF of the claimed entity); "EUR">5.24"; the XXX code (which is the number of the contract signed between the claimed entity and its client, of which you have provided a copy); the A.A.A. name; the data "<IBAN> ***ACCOUNT.2</IBAN>" (which is the bank account of the client that

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

5/11

appears in the contract provided); the legend "Electricity bill

Alternate for ***ADDRESS.1 (XXXSE01)" being the latter

reference that identifies the first of the invoices that the

claimed issued to its client by virtue of the contract that it

subscribed on 06/06/2018.

☐ Another of the documents, which bears in the header the indication

"bank_2018-07 (...)", also incorporates through different

paragraphs the annotation "<Id> Is (...)</Id> (which is the NIF of the entity

claimed); the contract number of the entity's client

claimed, code XXX; the client's bank account

claimed and the legend "Alternate electricity bill for

***ADDRESS.1 with the reference (XXXSE02). There is a third

document similar to the latter except that it includes "EUR">17.68"

and in the final reference, it appears "(XXXSE04)". these references

identify the invoices issued by the claimed party.

FIFTH: On 11/19/2019 a trial period is opened in which it is agreed

consider reproduced for the purposes of evidence the claim presented by Mrs.

A.A.A. and its attached documentation as well as the documents obtained and generated

by the Inspection Services before FLIP ENERGIA S.L. Documents that make up the

file E/05681/2018.

Consider reproduced for the purpose of evidence the allegations of the initial agreement

PS/00423/2018 presented by the respondent and the documentation that they accompanies.

It is agreed to request Banco Bilbao Vizcaya Argentaria, S.A. (BBVA) these evidentiary proceedings:

1. To provide the Agency with a copy of the supporting documentation of the order of direct debit that, allegedly, received from FLIP ENERGÍA, S.L., to carry out the charges to your customer's account.
2. To explain what was due to the fact that, despite the fact that FLIP ENERGÍA, S.A., accredits which was recorded in the order sent to that financial entity, so that it could carry out the debit, the bank account of its client, BBVA "redirected" the debits against the account of a third person (who is not a client of FLIP ENERGÍA) whose name and surnames coincide with those of the client but that it was a different person, such as Your ID number proves it.

BBVA was granted a period of ten business days to complete the process of test, a term that ended on 12/03/2019 without a response from that entity.

SIXTH: Law 39/2015 of Common Administrative Procedure of the Public Administrations (LPACAP) provides in its article 89, under the rubric "Proposal for a resolution in sanctioning procedures":

“The investigating body will resolve the completion of the procedure, with a file of the actions, without it being necessary to formulate the resolution proposal, when in the instruction of the procedure it is made clear that there is

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

any of the following circumstances:

- a) The non-existence of the facts that could constitute the infraction.
- b) When the facts are not proven.
- c) When the proven facts do not constitute, in a manifest way, an infringement administrative.
- d) When it does not exist or it has not been possible to identify the person or persons liable or appear exempt from liability.
- e) When it is concluded, at any time, that the infraction has prescribed.

In this procedure, the following are considered accredited

FACTS

1.- A.A.A., with NIF ***DNI.1 and address at ***ADDRESS.2 -accredited ends before the Police Station of Madrid-Retiro in which he appeared and formulated complaint on 08/17/2018- declares to be the holder of an account in the BBVA entity identified with the IBAN code ***CUENTA.1 and having received it on 07/12/2018 and 07/27/2018 two charges for respective amounts of 17.68 euros and 28.42 euros ordered by ENERGY FLIP; entity of which he is not and has not been a client and to which he has not authorized this treatment.

2.- There are in the file provided by the claimant two documents of "Debit by direct debits" that bear the BBVA logo and that contain this information:

- Both debts are drawn against the claimant's bank account

***ACCOUNT.1.

- In both figures as debtor "A.A.A."

- Both creditors show FLIP ENERGÍA, S.L. "ES35001B87075982

- In both it appears as "Ref. debit" and "Ref. mandate" XXX

- In both, in the “concept” section, it states “Alternate electricity bill

for ***ADDRESS.1”, and the indication SH20180604 095SE04.

The charges are 28.42 euros on 07/13/2018, and 17.68 euros on

date 07/27/2018.

-

3.- Work in the file, provided by the claimant, a copy of the complaint that

presented on 08/17/2018 at a Police Station in Madrid. It is signed,

signature that coincides with the one that appears in the written claim. It indicates:

“TWO BANK CHARGES have been wrongly made, for an amount of

17.68 euros and 28.42 euros, from the company FLIP ENERGÍA, S.L., and

stating that she did not authorize such charges or have made any

contract with said company.

4.- The claimed entity has provided the following documents:

- Copy of an electricity contract signed on 06/04/2018, with A.A.A.,

who is the holder of the NIF ***DNI.2 (different from the claimant's NIF) for the point

of supply of ***ADDRESS.1 (which is different from the address of the

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

7/11

claimant) In the aforementioned contract it is indicated that the payment is domiciled in the

bank account ***ACCOUNT.2.

- Copy of the DNI of Mrs. A.A.A. corresponding to NIF ***DNI.2

5.- The entity complained against has provided screenshots that it claims correspond to

receipts of the debit orders sent to BBVA.

The documents deal with debit orders for the months of June and July of 2018. They identify the entity ordering the charges (the one claimed) for your name and your NIF; the date of the charges; the amount (5.24 euros and 17.68 euros) the name and two surnames of your client; your client's bank account - none documents include the claimant's bank account- and the indication "Alternate electricity bill for ***ADDRESS.1". In one of the documents (XXXSE01) and in another the indication "(XXXSE04).

6.- The respondent has provided a copy of the following invoices, all issued to

A.A.A name:

Reference XXXSE01, dated 06/23/2018, for an amount of 5.24

Reference XXXSE02, of 06/30/2018, of 28.42 euros

Reference XXXSE04, dated 07/24/2018, for an amount of 17.68 euros.

Reference XXXSE03, dated 07/26/2018, negative amount, -16.13

☐

euros.

☐

☐

☐

euros.

In the invoices that provide the only address of supply and CUPS that appears

is the aforementioned ***ADDRESS.2 and the CUPS number ***CUPS.1.

7.- Work in the file, provided by the claimed, in addition to the copy of the contract

of Agency that signed with The Phone House, the copy of the so-called "Agreement of

Access to Data" signed between the two on 05/25/2018 with The Phone in which the

The first occupies the position of data controller and the second of data controller.

of treatment.

FOUNDATIONS OF LAW

Yo

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

II

The RGPD deals in its article 5 with the principles that must govern the treatment of personal data and mentions among them those of "lawfulness, loyalty and transparency". The provision provides:

"1. The personal data will be:

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

8/11

Treated in a lawful, loyal and transparent manner with the interested party;"

Article 6 of the RGPD, "Legality of the treatment", details in its section 1 the assumptions in which the processing of third party data is considered lawful:

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

a) the interested party gave their consent for the processing of their data personal for one or more specific purposes;

b) the treatment is necessary for the execution of a contract in which the interested party is a party or for the application at the request of the latter of measures pre-contractual;

conditions:

(...)"

The infringement of article 6.1 of the RGPD is typified in article 83

of the RGPD that, under the heading "General conditions for the imposition of fines administrative", says:

"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 the treatment, including the conditions for the consent under articles 5,6,7 and 9."

For its part, Organic Law 3/2018, on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD) in its article 72, under the rubric

"Infringements considered very serious" provides:

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

2016/679 are considered very serious and the infractions that suppose a substantial violation of the articles mentioned in it and, in particularly the following:

(...)

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

III

The documentation in the file shows that the invoices issued by ALTERNA that were charged against the bank account of the claimant correspond to the contract that A.A.A., with NIF ***DNI.2 (NIF that does not

coincides with that of the claimant) and domicile in Madrid, ***ADDRESS.1, which is

also the address of the point of supply according to the documentation that is

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

9/11

has (and that is different from the address provided by the claimant, ***ADDRESS.2)

they had held through their treatment manager, The Phone House.

In this regard, the file contains a copy of the contract entered into between

ALTERNA and its client in which their personal data is recorded: A.A.A., holder of the NIF

***DNI.2 and address at ***ADDRESS.1. This contract is signed and the signature

coincides with the one that appears on the copy of the DNI of the owner of the supply point.

Likewise, the contract provided by the claimed entity includes the account

bank account of the receipts provided by your client, ***ACCOUNT.2.

Current account that, although it belongs to the BBVA entity like the account of the

claimant against whom the invoices were drawn, ***ACCOUNT.1, differs absolutely

her.

It follows from the preceding statement that ALTERNA was legitimate, under

of article 6.1.b, of the RGPD for the treatment of the personal data of your client,

the holder of the NIF ***DNI.2.

As regards the treatment of the personal data of the complainant -which is

the object of the sanctioning file that concerns us- the documentation that the entity

claimed has provided us, shows, on the one hand, that in the

documents of "Debit by direct debits" with the anagram of BBVA that received the

The claimant includes, among other information, the following: in the "concept" section,

consists of "Alternate electricity bill for ***ADDRESS.1", and the indication

SH20180604 095SE04.

On the other hand, that the account debit orders issued with respect to the

invoices drawn against the claimant's account were issued by that entity

-ordering the payment- against the account of its client and not against the account of the claimant.

In this sense, as stated by the respondent in her arguments, in no case

was able to turn them against the claimant's account because such information does not appear in her files because the claimant is neither his client nor has he been.

As indicated in the Proven Facts, the respondent has provided captures of screen that he affirms correspond to the receipts of the debit orders that sent to BBVA.

These documents deal with debit orders for the months of June and

July 2018. They identify the entity ordering the charges (the defendant)

by name and NIF; the date of the charges; the amount (5.24 euros and 17.68

euros) the name and two surnames of your client; your client's bank account - in

none of the documents shows the claimant's bank account- and the indication

"Alternate electricity bill for ***ADDRESS.1". In one of the documents

(XXXSE01) and in another the indication "(XXXSE04).

In short, the documentation provided by ALTERNA in its discharge

constitutes a reasonable and solid indication that, as she has maintained, she was not the responsible for processing the personal data of the claimant specified in

having issued against your bank account invoices linked to the contract of a third party

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

person whose name and two surnames coincide with those of the claimant but not their NIF nor their address and that they have in common that their respective checking accounts They belong to the financial entity BBVA.

Let us remember that the RGPD article 4.7 RGPD defines the “responsible for the treatment” or “responsible” as “the natural or legal person, public authority, service or other body which, alone or jointly with others, determines the ends and means of the treatment; if the law of the Union or of the Member States determines the purposes and means of treatment, the person responsible for the treatment or the specific criteria for their appointment may be established by the Law of the Union or of the States members”.

In light of the documentation available, it is not proven that the claimed had carried out any treatment of the personal data of the claimant.

In order to verify the veracity of the documentation that the claimed contributed to this Agency and if, as stated, the treatment of the data of the claimant that constitutes the object of the sanctioning procedure was consequence of an error in which BBVA would have incurred, in the testing phase carried out evidentiary proceedings before BBVA in which they were asked to send a copy of the debit order you received from ALTERNA to pass to the collection of two invoices in your client's account (**ACCOUNT.2). BBVA did not respond to the requested tests.

At this point, it should be noted that the LPACAP provides in its article 89 that "The investigating body will resolve the completion of the procedure, with a file of the actions, without it being necessary to formulate the resolution proposal,

when in the instruction of the procedure it is made clear that there is

any of the following circumstances:

- a) The non-existence of the facts that could constitute the infraction.
- b) When the facts are not proven.
- c) When the proven facts do not constitute, in a manifest way, an infringement administrative.
- d) When it does not exist or it has not been possible to identify the person or persons liable or appear exempt from liability.
- e) When it is concluded, at any time, that the infraction has prescribed.

This is how things are, since the documentation provided by the entity claimed constitutes a solid indication that she was not the subject responsible for the treatment of the personal data of the claimant in which the infringement of the article materialized 6.1 of the RGPD that was attributed to it in the agreement to start the sanctioning file that concerns us, under article 89 of the LPACAP, it is appropriate to agree on the file of the record taking into account that the facts that could constitute a violation of the RGPD are not attributable to the claimed one that, according to all the indications, would be exempt from liability.

The foregoing consideration is not an obstacle for this Agency, insofar as the infringement has not prescribed, carry out investigative actions aimed at identifying the

C/ Jorge Juan, 6

28001 – Madrid

www.aepd.es

sedeagpd.gob.es

11/11

responsible for the offending conduct.

Therefore, in accordance with the applicable legislation

the Director of the Spanish Data Protection Agency RESOLVES:

FIRST: AGREE to FILE the sanctioning procedure PS/423/2018

open to FLIP ENERGIA S.L., with NIF B87075982,

SECOND: NOTIFY this resolution to FLIP ENERGIA S.L.

THIRD

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

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

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 period of

month 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, the firm resolution may be provisionally suspended in administrative proceedings

if the interested party expresses his intention to file a contentious appeal-

administrative. If this is the case, the interested party must formally communicate this

made by writing to the Spanish Agency for Data Protection,

introducing him to

the agency

[<https://sedeagpd.gob.es/sede-electronica-web/>], or through any of the other

records provided for in art. 16.4 of the aforementioned Law 39/2015, of October 1. Also must transfer to the Agency the documentation that proves the effective filing of the contentious-administrative appeal. If the Agency were not aware of the filing of the contentious-administrative appeal within two months from the day following the notification of this resolution, it would end the precautionary suspension.

Electronic Registration of
through the
Sea Spain Marti
Director of the Spanish Data Protection Agency
C/ Jorge Juan, 6
28001 – Madrid
www.aepd.es
sedeagpd.gob.es