

No. Fac.: 11.17.001.008.213 January 12, 2022 BY HAND Decision Recording of identity card and/or passport number of the recipient of the following item Ms. Following the correspondence between us ending with the letter from ACS Air Courier Services (Cyprus) Ltd date December 13, 2021 and after investigating the complaint under file number 11.17.001.008.213, the following has become clear: Case facts: 2. On November 27, 2020, a complaint was submitted to my Office by XXXXXX (hereinafter the Complainant), regarding the matter of recording and archiving the identity policy number by a store of the company ACS Air Courier Services (Cyprus) Ltd (in the complaint). 2.1 According to her complaint, the Complainant went to the Complainant's main store in Larnaca to pick up a package and instead of being identified with the shipment number and/or by showing an ID, the Complainant recorded the complaint and filed the number of the political identity. The Complainant considered the actions of the Complainant to be excessive and unacceptable, considering that it would be possible to identify her by simply presenting her identity. Therefore, she submitted a written complaint to the Defendant asking for the reason for this practice, but she did not find the answer she was given satisfactory, which is why she filed a complaint with my Office. 2.2 My Office sent a letter to the Complainant, taking into account the position of the Complainant, the basic principles governing the processing of personal data as referred to in GDPR 2016/679, as well as the conditions under which a processing is deemed legal (Articles 5 and 6 of GDPR 2016/679), expressing the opinion that the recording of the identity card or any other element is excessive and contrary to the Principles of Legality and Proportionality / 1 Minimization of data, while the simple presentation of the number identity card from the customer, for the purpose of confirming his details, is legitimate. The Complainant was called upon to change the practice she follows. 2.3 The Complainant responded that according to the company's procedures and policy, the registration of the recipient's social security number is necessary, as simply showing it to the store clerk cannot be used as evidence in the future for the recipient's identity. The number of the political identity card or passport, of the shipments received from the company's stores, is registered in the company's tracking and tracking system (ESPETA) in encrypted form, while only the company's security officer has access. There are cases where the rule is bent, given that identity has already been achieved, e.g. of a regular customer who has already been identified. In the event that a recipient requests deletion of the identity number, this is done immediately as was done in the case of the Complainant. 2.4 In view of the above response, the Complainant was asked to indicate the legal basis for the necessity of recording the identity card or passport number of the shipments received from the company's stores. The Complainant referred my Office to the Privacy Statement, as it was posted on its website, in which, as they stated, were the reasons and procedures for recording

the identity card of the consignments delivered by their offices. 2.5 My Office contacted the Complainant again, taking into account her obligations based on Article 43 of the General Principles of the Administrative Law Law of 1999, Law 158(I)/1999, as well as Articles 31, 39.1(d) and (e) and 58(4) of GDPR 2016/679, as it states in writing its positions in relation to the legal basis on which it bases the recording of the recipient's identity card or passport number. 2.5.1 The complaint was also taken into account, that the legal bases mentioned in the Privacy Statement, in relation to the receipt of items, were summarized as follows: (a) execution of a contract between the company and the customer (Article 6.1(b) of GDPR 2016/679), (b) safeguarding and protecting the legal interests of the company and the customer (see Article 6.1(e)1 of GDPR 2016/679), (c) compliance with obligations imposed by law, such as e.g. on electronic communications and mail (Article 6.1(c) of GDPR 2016/679), and (d) consent (Article 6.1(a) of GDPR 2016/679). 1 This is a typographical error. The correct article for the protection of legal interests is Article 6.1(f). 2 2.5.2 In relation to (a) above, he had not provided any sample contract to be signed between the company and the customer and to include the condition for the necessity of recording the identity card or passport of the recipient of the item. In relation to (b) above, he had not justified why the right of the company prevails over the right to protect the personal data of the data subject. It had also not justified which legal interest of the customer was protected and whether it could be protected also without recording the identity card or passport number of the recipient of the object. In relation to (c) above, he had not referred to a specific relevant provision of the Law indicating the necessity of recording the identity card or passport number of the object recipient. Finally, in relation to (d) above, he had not specified whether it actually applied in the present case. The Complainant was given one more opportunity to state their positions/opinions on the complaint, before I reach a Decision. 2.6 The defendant filed the complaint, by letter dated September 27, 2021 and in continuation of its previous position, clarified the following: (a) The registration of the identity card or passport number of the recipient of the delivery of documents/parcels from the company's stores and is only valid for those shipments delivered without the cash on delivery collection service (cash on delivery). cases deemed necessary in (b) The legal basis on which the said recording is based is Article 6.1(f) of GDPR 2016/679. The Complainant mainly seeks to maintain its smooth operation as well as the safety of its customers and employees. Specifically, with the identification of the recipient, through the registration of the identity card or passport, safe delivery is achieved in accordance with the instructions of the sender/customer. At the same time, the interests of the company are secured in the context of preparing legal proceedings and/or asserting legal claims that may arise from delivery to the wrong recipient or an unknown recipient. In retrospect if they are asked to prove to

which person they have delivered a consignment, with only the name and mobile phone, it is not enough to be traced as on mobile cards not even the police can trace the owners. (c) The recording is registered in the company's tracking and tracing system (track & trace) in encrypted form. (d) Only the company's security officer has access to the data. (e) The record is kept for a period of 6 months, from the date of receipt of the documents/parcels, a time which is considered reasonable to safeguard the above legal interests of the company and customers. Therefore, fundamental rights and freedoms of the data subject are not seriously affected.

3.2.7 On November 1, 2021, my Office sent a question to the Office of the Commissioner for Electronic Communications and Posts (GERIET) asking for its positions regarding the provisions of article 6(1)(a) and (b) of K.D.P. 569/2014 and article 130(1)(e) of Law 112(I)/2004, since according to article 6(1)(a) and (b) of the Civil Code. 569/2014, postal service providers must comply with the General Conditions of their license and in particular comply with the basic requirements for the provision of postal services, among others, for data protection. We asked whether the reference to "data protection" in the C.D.P. 569/2014 has the same interpretation as "personal data protection" as referred to in article 130(1)(e) of Law 112(I)/2004.

2.7.1 The Office of GERIET was also asked how to specify what the term includes "elements" of article 6(2)(d) of the C.D.P. 569/2014, which refers to the existence of a tracking and tracing system for postal items (track and trace) in which, among other things, the details of the sender and recipient of the item should be recorded.

2.8 The GERIET Office responded, among other things, that their interpretation is that the "data protection" referred to in Article 6(1)(a) and (b) refers to the protection of personal data and the protection of privacy, in accordance with Articles 4 and 130(1)(e) of Law 112(I)/2004. It also stated that for ordinary/ordinary postal items and items of correspondence, any particulars relating to the sender are not required, but the particulars of the recipient are required. Recipient details required are name and address. For postal items that have a tracking and tracing system, where both the recipient's and the sender's details, name and address are required. In addition, the recipient's phone number is listed as an additional contact information.

2.9 Subsequently, on November 12, 2021, with a reminder on November 24, 2021, the Complainant was asked to clarify the following: these details again are (a) If the recipient of the item does not hold an ID or passport and present the message he has received from the company for the purpose of receiving the object, will the Complainant proceed with the delivery of the object? (b) If the recipient of the item presents an ID or passport for identification purposes, but refuses to enter their details into your systems at the point of receipt, will the item be delivered to them?

2.10 The Complainant responded to the above questions on November 26, 2021 stating that:

4 A) If the customer belongs to the "REGULAR CUSTOMER" category, for whom identification has already been made at

the specific store, then it can be delivered without ID / passport proof. B) If the customer refuses to show his identity during delivery, the company will proceed with delivery if the customer belongs to the "REGULAR CUSTOMER" category, for whom identification has already been made at the particular store C) If the customer requests deletion of his identity number, then the company does it immediately and the delivery to the customer takes place normally. registration of identity card/passport 2.11

On December 7, 2021, after examining the evidence before me, I concluded a prima facie violation on the part of the Complainant: (a) of Article 5(1)(b) of the Regulation since there was no the required legal basis for said processing, (b) of Article 5(1)(c) of the Regulation if the collection of personal data was not limited to the necessary data for specific purposes, and (c) of Article 5(1) (e) since the information collected by the Complainant is kept for a period longer than the required purpose. 2.12 The Defendant was called to file the complaint as part of the right to a hearing granted to her by Article 43 of the General Principles of the Administrative Law Law of 1999, Law 158(I)/1999, as amended, states for what reasons she believes that no any corrective action or administrative penalty should be imposed. 2.13 The Defendant responded to the complaint stating that she has immediately stopped the matter, attaching relevant e-mail evidence which she had sent with relevant similar instructions to all City Managers, Pan-Cypriot. In addition, they have proceeded to delete all the identities they had registered in their files and have configured the computer system, removing the corresponding fill-in field that was there. 2.14 The Defendant requested that I further take into account the fact (a) that there was no intention to violate the Legislation, since they believed that they were operating within the legal framework, (b) that there was safe custody of the files so that there was no leakage and/ and unauthorized access, (c) that there was cooperation with the Police in the investigation of many serious cases due to the possession of the civilian identity number and (d) that they have fully and promptly complied with the instructions of my Office. Legal aspect: 3. Article 4 of GDPR 2016/679 defines "personal data" as "any information concerning an identified or identifiable natural person (data subject); an identifiable natural person is one whose identity can be ascertained , directly or indirectly, in particular by reference to an identifier such as a name, an ID number, location data, an online identifier or a recipient of 5 or more factors that characterize the physical, physiological, genetic, psychological, economic, cultural or social identity of the natural person in question...". Data controller is defined as anyone (the natural or legal person, public authority, agency or other body) who, "alone or jointly with another, determine the purposes and manner of processing personal data", the breach of personal data as "the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access of personal data transmitted, stored or otherwise processed",

while "third party": any natural or legal person, public authority, agency or body, with the exception of the data subject, the controller, the processor and the persons who, under the direct supervision of the controller or the processor, are authorized to process the personal data ». 3.1 In Article 5 of GDPR 2016/679, the Principles governing the processing of personal data are mentioned, which are as follows: "1. Personal data: a) are processed lawfully and legitimately in a transparent manner in relation to the data subject ("legality, objectivity and transparency"), b) are collected for specified, explicit and lawful purposes and are not further processed against in a manner incompatible with those purposes; further processing for archiving purposes in the public interest or for scientific or historical research or statistical purposes shall not be deemed incompatible with the original purposes pursuant to Article 89(1) ("purpose limitation"), c) are appropriate, relevant and limited to what is necessary for the purposes for which they are processed ("data minimization"), d) are accurate and, where necessary, updated; all reasonable steps must be taken to promptly delete or correct personal data which is inaccurate, in relation to the purposes of the processing ("accuracy"), e) are kept in a form that allows the identification of the data subjects only for the period necessary for the purposes of the processing of the personal data; the personal data may be stored for longer periods, as long as the personal data will be processed only for archiving purposes in the public interest, for the purposes of scientific or historical research or for statistical purposes, in accordance with article 89 paragraph 1 and as long as the appropriate technical and organizational measures required by this regulation are applied to ensure the rights and freedoms of the subject of data ("limitation of the storage period"), f) are processed in a way that guarantees the appropriate security of personal data, including their protection against unauthorized or unlawful processing and accidental loss, destruction or damage, using appropriate technical or organizational measures ("integrity and confidentiality"). 2. The controller shall be responsible and able to demonstrate compliance with paragraph 1 ("accountability")." 6 3.2 In Article 6 of the Regulation, the cases where a processing of personal data is considered lawful, i.e. where: "a) the data subject has consented to the processing of his personal data for one or more specified purposes, b) the processing is necessary for the performance of a contract to which the data subject is a party or to take measures upon request of the data subject before entering into a contract, c) the processing is necessary to comply with a legal obligation of the controller, d) the processing is necessary to safeguard a vital interest of the data subject or another natural person, e) the processing is necessary for the fulfillment of a task performed in the public interest or in the exercise of public authority delegated to the data controller, f) the processing is necessary for the purposes of the legitimate interests pursued by the data controller or a third party, unless against the interests of these the

interest or fundamental rights prevails and the freedoms of the data subject which require the protection of personal data, in particular if the data subject is a child.' of the data is obliged to provide

3.3 The legal basis on which a processing of personal data is based, is disclosed in the framework of transparency and accountability of the controller, to the data subject when receiving his personal data, where in accordance with Article 13 of the GDPR 2016 /679 the controller must inform the data subject, among other things, of "the purposes of the processing for which the personal data are intended, as well as the legal basis for the processing," and in the event that "the processing is based on article 6 paragraph 1 point f), the legal interests pursued by the controller or by a third party," or "whether the provision of personal data constitutes a legal or contractual obligation or requirement for the conclusion of a contract, as well as whether the subject of the personal data and what possible consequences the failure to provide the data would have of these".

3.4 According to the Regulation of Electronic Communications and Postal Services Law 112(I)/2014, "No one establishes and/or operates a postal network and/or provides postal services, unless he is authorized to do so with a permit, in the form of a General Authorization or /and Special Permit granted by the Commissioner..." (article 127(1)). Among the obligations of postal service providers is to ensure the protection of users' personal data and the protection of their privacy (Article 4 and 130(1)(e)). The Commissioner for the Regulation of Electronic Communications and Postal Services has the duty and responsibility of supervising and ensuring the compliance of postal service providers with the terms and conditions of licenses (article 133(1)) and when he finds that there is a possibility of a violation of a license condition , informs the licensee about this and implements the

7 Information Collection and Administrative Fines Decree (article 133(2) of the Law).

3.5 In the Decision (C.D.P. 569/2014) issued by the Commissioner for the Regulation of Electronic Communications on the basis of the powers granted to him by articles 20 (k), 20 (kd) and 130 of the Regulation of Electronic Communications and Postal Services Law 112(I)/2004 and article 9 of the Regulation of General Authorizations and Special Licenses (Postal Services) Decree K.D.P. 432/2005, and which is also binding for postal service providers, among others, the following are provided for: "6. (1) (a) The providers must comply with the General Conditions of their license, as described below, pursuant to article 13 of the Decree with the aim, among other things, of ensuring compliance with the basic requirements, the rules for the protection of consumers, the development of competition and ensuring the provision of the information required by the Commissioner. (b) In particular, providers must comply with the basic requirements for the provision of postal services, in particular for:

- Respecting and ensuring the privacy of mail
- Security of the operation of the postal network with regard to the transport of biological materials and dangerous substances
- Compliance of

the regulations of the Universal Postal Union regarding the transport of dangerous postal items ☐ Compliance with the terms and conditions of the employment and social security regimes, as defined by law, regulations or administrative provisions and/or by collective agreements signed by the national social partners, in accordance with Community and national law. ☐ Protection of data, protection of the environment and spatial planning, in justified cases. c) The providers must also: ☐ Provide equal treatment to all users ☐ Ensure the continuous provision of their postal services throughout the validity period of their license ☐ Take measures so that national defense and security are not compromised (2) The providers postal services under a general authorization regime must inform the Commissioner, where applicable, depending on each service for the following information: (d) existence of a tracking and tracing system for postal items (track and trace) which includes at least the following: (i) the identification number of the postal item (ii) the details of the sender and recipient (iii) the date, place and time of receipt and delivery of the postal item (iv) the weight or weight scale of the postal item (v) the type of postal item with minimal distinction in document or parcel and (vi) on the date number and time of failed delivery attempts.

..... 8 (3) The providers must submit to the Commissioner for approval the Accompanying Transfer Ticket and the Individual Contract with the User, which must be compatible with the provisions of subsection (2) of article 6 of this Decree within 15 days the Commissioner informs the interested provider in writing of the proposed amendments, to the text of the Accompanying Transfer Note and the Individual Contract with the User, who may submit written representations within 15 days. The Commissioner communicates his final positions to the provider within 15 days. (4) The providers must, within sixty (60) days from the date this Decision enters into force, formulate a User Information Map which must be compatible with the provisions of subsection (2) of article 6 of this Decision. The User Information Map should be accessible to all potential users of the services provided in printed and/or electronic form and be available in a visible place for users at the access points." 3.6 In APPENDIX I, in K.D.P.569/2014, (Article 4), there are also the following clarifications: "(1) International courier services (urgent service) Services that differ due to the added value compared to basic postal services (of collection, sorting, transport and distribution of postal items) and are characterized, in addition to speed and more reliable collection, distribution and delivery of items, by the provision of some or all of the following additional facilities: guarantee of delivery on a certain date, pick up at the point of origin, deliver personally to the consignee, possibility to change the destination and the consignee in transit, confirmation to the sender of the receipt of

the consignment item, control and tracking of the consignment items, personalized service delivery to the consignees and offer of services according to the requirements their. Customers are in principle willing to pay a higher price for these services. In these services, postal items are tracked by a Special Monitoring and Tracking System. (2) Local courier services (urgent service) Services that differ due to added value compared to basic postal services (collection, sorting, transport and distribution of postal items) and characterized in addition to speed and more reliable collection, distribution and delivery of the objects, by providing some or all of the following additional facilities: guarantee of delivery on a certain date, collection from the point of origin, delivery in person to the consignee, possibility to change the destination and the consignee in transit, confirmation to the sender of the receipt of the object shipment, control and monitoring of shipment items, personalized service delivery to recipients and service offering according to their requirements. Customers are in principle willing to pay a higher price for these 9 postal item services. These services are monitored by a Special Monitoring and Tracking System. 3.7 The Complainant holds a General Authorization for Postal Services (G.E.T.Y.) 6/2004 in the Cypriot Market. It has also prepared a document which can be found on its website entitled "GENERAL TERMS AND CONDITIONS FOR ACCEPTANCE OF CARRIAGE BY ACS AIR COURIER SERVICES (CYPRUS) LTD", which contains the terms with which the sender of parcels or documents agrees for the use of services by ACS AIR COURIER SERVICES (CYPRUS) LTD Per complaint, through the shipping and handling system. According to the content of this document, among other things, the sender accepts that "Article 2. b) The required points, data and the complete address of the recipient have been correctly noted in the shipment being processed." Article 7 of the document describes the limits of the responsibility of the Complainant in case of loss or damage of the shipment. There is also a relevant condition of unconditional acceptance by the sender of the compensation amounts given by the Complainant in the event that the object is not insured, as well as a declaration of waiver of any additional claim against the Complainant for any positive or collateral damage or lost profit from any cause whatsoever. Article 7 reads as follows: "Article 7. Subject to Article 9, the liability of ACS Air Courier Services (Cyprus) Ltd for any loss or damage to the shipment (documents), is limited to the lower of the following amounts: a) up to the amount of €70 for documents and up to the amount of €220 for objects (shipments within Cyprus) or b) the respective amount in EURO of 100 US dollars (for international shipments) or c) the actual amount of the loss or damage that was paid for the documents or objects and with a maximum limit of the amounts specified above or d) the actual value (*) of the documents or objects, without taking into account their commercial utility or their particular value for the sender, recipient or third party and with a maximum limit of the amounts

specified above. (*)Actual value means: □ for documents, the cost of preparing, replacing, reproducing, or recreating them □ for objects, the cost of repairing, replacing, or purchasing them, as evidenced by the documents provided, (in the condition they were at the time receipt), receiving the above in each case of lesser value. THE ABOVE APPLIES TO SHIPMENTS WITH DECLARED VALUE WHEN THEY ARE NOT INSURED. ACS Air Courier Services(Cyprus)Ltd is only liable up to the amounts set out above and in no event shall it be liable for any kind of loss or damage (including but not limited to any kind of positive or incidental damages, lost profits), even if the risk of a such loss or damage is brought to the attention of ACS before or after acceptance of the shipment. Any claims by the shipper or third parties are limited to a single claim for damages per shipment and up to the amount expressly set forth above, the settlement of which shall be a full and final settlement of any loss or damage in connection with the shipment. The sender unconditionally accepts the 10 above specified compensation amounts and declares that he waives any further claim against ACS Air Courier Services(Cyprus) Ltd for any positive or consequential loss or loss of profit from any cause whatsoever. All international shipments are governed by the terms and limitations of the CMR, Warsaw, COTIF-CIM international conventions as applicable. ACS cannot know the content of the shipments. The Principal / Sender, who is aware of the content, acknowledges and unconditionally accepts that the value of the content in the event that he does not insure it himself through ACS Air Courier Services (Cyprus) Ltd by paying the corresponding price is in any case lower than the limits listed in article 7 (a & b), and he himself bears full responsibility for any possible excesses of the limits in article 7 (a & b), in any case of loss or damage to the shipment." 3.8 According to Article 8 of the document, the sender, if he wishes, can insure the object of shipment at an additional cost for loss, theft or destruction of transported objects, the value of which exceeds the amount of €220. Further, according to Article 10 of the document, "Every claim must be raised by the beneficiary and served in writing at the head office of ACS Air Courier Services(Cyprus)Ltd or its nearest branch within three (3) months from the date of taking over the shipment by ACS Air Courier Services (Cyprus) Ltd.", while according to Article 14 of the document, "In the event that the receipt or delivery of the shipment is made using the device for receiving the data (data) receipt and delivery of consignments (PDA), the electronic signature (of the sender or consignees) on the PDA shall act as a signature hereof." (meaning the General Conditions of Transfer, as set out in the document). Rationale: 4. From the above, as I mentioned in my prima facie Decision dated December 7, 2021 and which I repeat, it is clear that the Complainant is a courier company since it provides transport and tracking services (ESPETA). The sender of a package or document is the customer of the Complainant, who has the responsibility of providing information to the postal service

provider, both based on Law 112(I)/2004 and based on the General Terms of Undertaking of Transport from the Complainant. The Complainant, in any case, is obliged to ensure the protection of the users' personal data and their private life (Article 4 and 130(1)(e) of Law 112(I)/2004).

4.1 The relationship between the sender and the person making the complaint is contractual, since for the corresponding consideration the person making the complaint undertakes to deliver the object that will be given to the person indicated by the sender. The terms of the service between the sender and the Customer are set out in the document GENERAL TERMS OF CARRIAGE ACCEPTANCE BY ACS AIR COURIER SERVICES (CYPRUS) LTD, according to which in the case where the shipment is received or delivered by using tracking object system 11 of the postal object data identification processing number (PDA), the electronic signature the use of the device to receive the data (elements) of receipt and delivery of shipments (sender or consignees) in the PDA is a signature position of said terms. In the terms of service between the sender and the customer, there is also a detailed description of acceptance of the terms, which govern the issue of loss or damage to the insured or uninsured item of the sender, as well as the procedure for resolving the dispute between them, which in any case, it should be raised within 3 months from the date of assuming responsibility for sending the item by the Complainant.

4.2 According to the C.D.P. 569/2014, the existence of a tracking and tracing system (track and trace) includes as a minimum, among other things, the postal item, the details of the sender and recipient, the date, place and time of receipt or delivery, and the date and time of failed attempts performance. The postal service provider has the role of responsible for those registered in the system. According to the clarification given to my Office by GERIET, the sender and recipient details for postal items that have a tracking and tracing system are the name and address of the sender and the recipient, while the recipient's phone number is also indicated, as an additional element of communication.

4.3 According to Article 5 of GDPR 2016/679, the data controller must collect personal data for specified, explicit and legal purposes, with any data being appropriate, relevant and limited to what is necessary for the purposes for which they are submitted under processing (Principle of purpose limitation and data minimization). Furthermore, according to Article 6 of GDPR 2016/679, the processing of personal data is lawful, only if one of the conditions provided for in said article is met.

4.4 The Complainant was asked to specify the legal basis on which it based the recording in its records of the identity card and/or passport number of the recipient of the item. The Defendant referred the complaint to Article 6(1)(f) of the Regulation. He could not in any case invoke any contractual relationship, since this is between the Complainant and the sender and not with the recipient. The sender assigns the Complainant, as for payment, to deliver the object he is sending to a specific recipient. It could not support the

legal obligation either, since there is no legal obligation to record the identity number and/or passport of the recipient of an object. 4.5 The Complainant invoked legitimate interest, stating that the recording was necessary to maintain its smooth operation as well as for the safety of its customers and employees. He specified that with the identification of the recipient, safe delivery was achieved in accordance with the instructions of the sender/customer, at the same time ensuring the interests of the company in the context of preparing legal proceedings and/or asserting 12 legal claims that may arise from delivery to the wrong recipient and/or unknown recipient. According to her position, in retrospect, if asked, she cannot prove to which person she has delivered oneshipment, having only the name and mobile phone of the recipient, while when it's about prepaid cards, the police can't even trace the owners.

4.6 The reasons cited by the Defendant in the complaint were decided with the prima facie My decision as general, hypothetical and lacking documentation. They also lacked the obligation to document the balancing rights, between the legitimate interest of the Complainant and the affected data subject, i.e. the recipient. They were not given information regarding: (a) in how many cases has the Ms complaint to deliver to an incorrect or unknown recipient package, (b) to how many of these cases were legal proceedings initiated and depended on adjudication of the case by the existence or not of an identity card number and/or passport, (c) in how many of these cases did the Court award her liability to the sender, and (d) in how many of these cases the Court attributed responsibility to the company. Even assuming that Ms complaint delivers a small number of items to wrong recipients, this action cannot justify keeping a file with data ID and/or passport number for all recipients.

4.7 Furthermore, the sender of the item himself cannot know the identity or passport number of the recipient, so that he can confirm to the Complainant the correctness of its delivery. Neither

the number

third party,

possibly sent instead by the recipient. In addition, the

identification of a person in case of asserting legal claims, as

pleaded the Complaint, cannot be reached by the

any legal representative who will undertake the representation of Ms.

of the complaint. Only if criminal offenses arise

personal identification can be carried out and that in any case is

Police work.

4.8 It was decided that under no circumstances can the Defendant keep a record

the complaint, which contains his ID and/or passport number

subject of the data, with the sole legal basis being the legitimate interest and as if

to be a substitute for a public authority file on the grounds that possibly

in future to be needed. An object may well be delivered to

correct recipient using the postal identification number

object, as well as the recipient's address and contact number.

Moreover, the responsibility of the company, based on the General Terms of Use

Pickup Transfer extends until the delivery of the item to

consignee whose details are provided by the sender. In each case,

the sender is responsible for providing the correct information.

4.9 Also noted in my prima facie Decision, her admission

According to the complaint for further processing and categorization of

of various recipients to "regular customers" and not, as well as the lack

option in case recipient refuses to show the number

identity card or passport of anyone

identity (for recording purposes) and does not belong to the category of "regular customers".

4.10 It was also pointed out that the Complainant had not justified its necessity to maintain all personal data that it receives in its records for a period of six (6) months, while according to the General Conditions of Undertaking Transfer, right of claim can be raised and served to the company within three (3) months from the date of its assumption of sending by the Complainant.

4.11 It is noted that with the issuance of the prima facie Decision on December 7, 2021, Kat' her complaint immediately stopped her any further entry in the ID card/passport records and proceeded to delete any collected until then elements.

Conclusion

5. Having regard to the above and based on the powers granted to me by Articles 58 and 83 of Regulation (EU) 2016/679, article 24(b) of the Law 125(I)/2018, I repeat my initial finding of a violation by Ms. the complaint:

(a) of Article 5(1)(b) of the Regulation since there was no required legal basis for said processing,

(b) of Article 5(1)(c) of the Regulation if the collection of data of a personal nature was not limited to the necessary information for specific purposes, and

(c) of Article 5(1)(e) if the data collected by the Complainant were kept for a period longer than the required purpose.

5.1 Based on the provisions of Article 83 of the GDPR, insofar as they

apply in this particular case, I consider them below

mitigating (1-5) and aggravating (6) factors:

(1) Taking immediate compliance measures from the moment it was notified to

According to the complaint, my initial finding of a violation of the Article

5, subsection (1), subsections (b), (c) and (e) of the Regulation and before the issuance of this Decision.

(2) The deletion of all previously saved political data

identifications collected by the Complainant. I realize that the same applies in the case of a passport number.

(3) Taking immediate corrective measures by the Complaining Party,

both by issuing similar instructions to its staff, as well as the technological regulation of its files.

(4) Lack of intent to infringe.

(5) The adoption of security measures in relation to the data held, something which in any case falls under the obligations of each person in charge processing.

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(6) The large volume of data which he would certainly have kept on file of the Complaint, before the finding by my Office of Art due to a violation of the Regulation.

5.2 Having considered and considered -

(a) My rationale and conclusion in the Decision dated December 7, 2021 regarding the finding of the violation of the provisions of Articles 5(1)(b), (c) and (e) of the Regulation,

(b) The applicable legislative basis regarding the prescribed administrative sanctions in the provisions of Article 58 paragraph 2 and Article 83 of the GDPR

2016/679,

(c) All circumstances and factors raised by the Complainant

before me based on all existing correspondence,

I consider that the imposition of any is not justified in the circumstances

administrative sanction, but neither the receipt of any additional correction

measure, since satisfactory corrective measures have already been taken by itself

According to the complaint.

Irini Loizidou Nikolaidou

Data Protection Commissioner

Personal Character