

□ File No.: EXP202203183

RESOLUTION OF TERMINATION OF THE PROCEDURE FOR PAYMENT

VOLUNTEER

Of the procedure instructed by the Spanish Agency for Data Protection and based on
to the following

BACKGROUND

FIRST: On March 7, 2023, the Director of the Spanish Agency for

Data Protection agreed to initiate disciplinary proceedings against LYCAMOBILE S.L.U.

(hereinafter, the claimed party), through the transcribed Agreement:

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File No.: EXP202203183

AGREEMENT TO START THE SANCTION PROCEDURE

Of the actions carried out by the Spanish Data Protection Agency and in
based on the following

FACTS

FIRST: On February 15, 2022 A.A.A. (hereinafter, the claiming party)

filed a claim with the Spanish Data Protection Agency.

The claim is directed against LYCAMOBILE S.L.U. with NIF B92877141 (in
below, the claimed party).

The reasons on which the claim is based are the following:

1) On 1/22/22, he received a message from LYCAMOBILE indicating that the
porting had been successfully registered. The claimant contacts said entity
stating that he had not requested anything and that it could have been a third party who, in the
year 2019, already supplanted his identity.

2) He states that said number is associated with his bank accounts, his

email address, Amazon, etc.

3) On 1/25/22, you again receive a message from the claimed entity, indicating that, shortly, the portability will be carried out and, despite requesting the cancellation of this, they indicate that it is not yet in their systems, because the request was made from a physical store

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2/18

4) On 1/26/22, he received several e-mails indicating that Facebook had changed the password successfully with an IP address and a location in Alcobendas, as had also happened with Amazon, with its Consum membership card, etc.

Likewise, the claimant verifies that his telephone does not work and that he cannot access their email addresses.

5) After what happened, the claimant had to create a new email address to link it to your bank accounts, but you still haven't recovered your phone line mobile.

6) It indicates that the origin of everything could be in 2019 when he requested a credit card loyalty to an email address that, from what he states, simulated to real business without being one, constituting phishing or fraudulent data collection.

7) After what happened, he still hasn't recovered his mobile phone line.

Along with your claim, provide:

- Report to the National Police, where you declare that someone is using your data to take over your phone line through portability. indicates that the court of instruction of *** LOCATION.1 has filed the cause five times and that suffers

since 2019 identity theft with cash withdrawals from your accounts

banking.

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

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

forward LOPDGDD), on March 17, 2022, said claim was transferred to

the claimed party, to proceed with its analysis and inform this Agency in the

period of one month, of the actions carried out to adapt to the requirements

provided for in the data protection regulations.

The transfer, which was carried out in accordance with the regulations established in Law 39/2015, of

October 1, of the Common Administrative Procedure of the Administrations

Public (hereinafter, LPACAP), was collected on March 28, 2022 as

It appears in the acknowledgment of receipt that is in the file.

On May 5, 2022, this Agency received a written response

indicating the following:

“Unfortunately it is not possible for us to automatically manage portability

of the interested party's numbering back to Vodafone, but that portability has

to be requested by the interested party in the desired destination operator in accordance with the

procedures established for it. My represented will collaborate in everything

necessary for portability to come to fruition.”

THIRD: On May 6, 2022, in accordance with article 65 of the

LOPDGDD, the claim presented by the claimant party was admitted for processing.

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FOURTH: The General Subdirectorate of Data Inspection proceeded to carry out of previous investigative actions to clarify the facts in matter, by virtue of the functions assigned to the control authorities in the article 57.1 and the powers granted in article 58.1 of the Regulation (EU) 2016/679 (General Data Protection Regulation, hereinafter GDPR), and in accordance with the provisions of Title VII, Chapter I, Second Section, of the LOPDGDD, having knowledge of the following extremes:

POINT 1. In the transfer of the claim, the representatives of the claimed party they stated the following:

- They only sell prepaid mobile phone services.
- The system that manages the portabilities will only accept the request if they have been completed by the receiving operator all the mandatory fields in a manner adequate.
- The data are, for prepaid lines: the NIF/NIE/Passport and nationality of the subscriber, line number and ICC-ID (SIM card identifier).
- Therefore, the applicant not only identified himself as the interested party, but also had the ICC-ID of the donor operator's SIM card. They indicate that this code it is a unique code that appears on the customer's own SIM card. If this number, or any other data required by the technical specification is not correct, the system automatically denies portability because it is a procedure automatic.
- The usurper should also know the usernames and passwords of access of the other services to which the impersonator had access.

POINT 2. In these investigation actions, the LYCAMOBILE information and documentation on portability processes and on the claimed portability, revealing the following:

- LYCAMOBILE representatives insist that the ICC-ID code required for the

The procedure is that of the SIM card that the claimant should have inserted in his terminal mobile, associated with the ported line and that this code is only in the possession of the donor operator and the client, meaning that when a procedure requests provide this code, the procedure is ensured, since physical possession of the SIM card of the line on which you want to carry out the operation.

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4/18

- The claimed party accepts portability requests from people who wish to be their subscribers both in person and by phone or email.

However, it is necessary for the new customer to obtain a SIM card from the entity to carry out the portability, which must be acquired and/or activated in person at a point of sale where the interested party, according to the procedure established by the entity, you must identify yourself with your identity document.

They provide a copy of the contract model "COMMERCIAL AGREEMENT OF POINT OF XFERA PREPAID SALES" for the distribution of prepaid SIM cards. In

the contract is recorded as the signatory company Xfera Móviles, S.A.U. (XFERA), indicating the representatives of the respondent party which is the company of the Class to which belong to and through which the distribution channel is managed for all marks.

It is verified that the third clause of the contract provided contains:

«Third: IDENTIFICATION OF CLIENTS.

3.1 The DISTRIBUTOR will conclude by itself the contracting of the Services of

Those customers who decide to contract any of the Services that are subject to

promotion by the DISTRIBUTOR (hereinafter, the "Customers").

In any case, the formalization of the contracting of the Services must be carried out

by entering the data of said contract in the computer application or

system determined for that purpose, and that the DISTRIBUTOR declares to know and know how to use

zar, and activate it as "high".

In this regard, the DISTRIBUTOR assumes that the business concept object of the contract

treatment is not static, but clearly dynamic, so XFERA, of good

In faith and keeping in mind the existing situation at that time, you can make modifications

cations and changes in the way of entering the contracting data with the fi-

purpose of adapting the business concept to the trends and circumstances of the market.

fallen.

3.2 The DISTRIBUTOR will place the greatest emphasis and in order to detect any possible

fraud and to avoid the conclusion of contracts when there are indications of the same.

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5/18

For this purpose, it will refuse in any case the formalization of contracts with Clients that do not

are properly identified by means of an identity document

valid in Spain (DNI, NIE or passport) or who provide data whose veracity

be questionable if analyzed with the diligence of an orderly trader. To this

In this regard, the DISTRIBUTOR must collect and keep a copy of the document

proof of identity.

3.3 Obtaining registrations irregularly, impersonating the identity of the clients and/or or your personal data, will entail a penalty established in Annex 2 for each registration that closes using said practices, regardless of the date of the registration, which THE DISTRIBUTOR must pay to XFERA, in addition to the retrocession of the commission received.

Failure to comply with this obligation of diligence may lead to the termination of the contract in accordance with the provisions of clause 10. [...]»

- The representatives of the claimed party have stated that the procedure of identification of the contracting party is made by showing his document proof of original identity, which is recorded, along with the rest of the data included in the Sole Additional Provision of the Data Conservation Law, in the Book – Record.

- The representatives of the claimed party indicate that, in the case of portability, This identification is reinforced, since it is also necessary to provide the ICC-ID of the active SIM card in the donor operator so that this can occur.

They state that the display of the DNI or identity document is required and also knowledge of a unique code of a card that is inside the device mobile phone of the interested party indicating that this code is quite complex relevant and is not exactly easy to access depending on which devices.

They indicate that this measure, up to now, has been adequate to avoid supplanting tions, stating that proof of this is the lack of precedents in the two years that the claimed party has belonged to the Group.

- In the case of the claimant, they indicate that the portability request was made by non-face-to-face means, stating that, however, there is no record of the by phone, but through the back office.

They explain that this backoffice modality is activated when a point of sale is not

able to manage the request by itself, either due to technical or any other nature. In this case, the back office is provided with the data required to carry out portability:

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6/18

- Subscriber data: NIF/NIE/Passport and nationality/CIF.
- Line numbering.
- ICC-ID or Serial Number(s) of the SIM(s) (only in the case of prepaid subscribers)

Identity verification must be carried out at the point of sale, as provided in the distribution contract.

- The claimed party has been required to provide a copy of the document proof of the identity of the client that is specified in the contract provided

"XFERA PREPAID POINT OF SALE COMMERCIAL AGREEMENT" that indicates in its clause 3.2 "in this regard, the DISTRIBUTOR must collect and keep a copy of the document accrediting the identity".

The representatives of the claimed party do not provide a copy of the supporting document of identity, stating the following:

"Regarding the model contract provided, indicate that the obligation to the referred to in the aforementioned clause 3.2 is applicable to contracting in postpaid mode not prepaid. Particularly in the Llamaya brand, which is It is also marketed through this same contract, it is also offered as a modality postpaid and convergent [...].

In this sense, the contracting of prepaid lines as we have already indicated to this Agency

adheres to the provisions of the legislation applicable to said contracting modality

In accordance with Law 25/2007, of October 18, on the conservation of data related to the electronic communications and public communications networks provides in its

Unique additional provision the following:

"Mobile telephone service operators that market services with activation system through the modality of prepaid cards must carry a book-registry in which the identity of the clients who acquire a card is recorded intelligent with this method of payment. [...]

The identification will be made by means of a document accrediting the personality, recording in the registry book the name, surnames and nationality of the

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7/18

buyer, as well as the number corresponding to the identification document used and the nature or denomination I have said document. [...] »

The inclusion in the record book does not require the preservation of a copy of the document accrediting personality, in fact, according to the literal tenor of the norm and taking into account the nature of the prepaid modality service, the conservation of the proof of identity could be considered an excessive treatment of data.

Keep in mind that the reason for collecting data in the contracting modality prepaid is the keeping of the book-registry, which exists to comply with the aforementioned law and those who make use of such data, that is, the authorized agents, do not require neither collected a copy of the document proving identity, so the

Its conservation would not meet a legal obligation or a public interest.

It should also be mentioned that, in strictly contractual terms, the possession of a card with a balance, which can be recharged by any means allowed for it even by third parties other than the owner, gives the right to the provision of the service of telephony, not the fact of being A or B, as is the case with postpaid, which is a service of successive tract provided under a contract is linked to a payment periodical by direct debit.

To make a simile, prepaid would be similar to the old telephone booths, while you have credit, you have service and the credit is linked to an ICC-ID associated with a MSISDN (numbering).

Due to the above, when dealing with the registration of a prepaid line, no document is kept proof of identity."

- Regarding the repeated telephone calls to LYCAMOBILE by the claimant to cancel portability.

Information requested from LYCAMOBILE about the contacts maintained by the complainant, the existence of the following calls has been verified:

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8/18

- 01/22/2022 9:27 a.m. Client indicates that they have received a portability notification SMS on the who have impersonated their identity.

- 01/24/2022 16:15 Client calls to cancel the portability, the agent checks the systems and does not see any requests, the client insists that he has an SMS informing him of the procedure. As Customer Service does not record any in-flight requests and the line

is not ported to LYCAMOBILE the agent tells you that it cannot manage the cancellation.

- 01/24/2022 18:00 Client calls again to cancel portability with identity theft, the agent reviews the history of encrypted calls in the CRM and indicates that the only way to cancel the request if it exists, Since this management does not appear in the systems, it is to request the cancellation to the donor operator (VODAFONE) since that line is not with LYCAMOBILE, the client hangs up.

- 01/24/2022 18:11 Customer calls again to cancel portability with spoofing, the agent verifies that it has not been requested from the service Customer Service and informs you that no portability management appears incoming to LYCAMOBILE. The agent suggests you call VODAFONE to cancel the request and the client asks the agent for an email to send us the request for written cancellation. (He provides the email of XX@lycamobile.es).

- 01/25/2022 11:16 Client calls again to cancel portability with identity fraud. The agent asks for the request ID and for the nomenclature indicates that it has not been requested from the ATC service, if not requested in a point of sale.

In addition, the client tells us that he has already sent the complaint by email and the agent will indicates that porting has not yet been completed as that number is not listed as a LYCAMOBILE customer.

- 01/25/2022 13:36 Client calls again to cancel portability with identity fraud. The agent cannot locate any requests in progress.

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9/18

VODAFONE has called you and indicated that in the next few minutes it will accept the management.

The client indicates that he has sent the complaint by email and hangs up.

- 01/25/2022 19:21 Customer calls again to cancel portability with identity theft, providing the line number, the agent explains that with that number is not yet a customer.

It has been verified that according to the document "portability procedure" provided by LYCAMOBILE, the portability in question should have been introduced in the MNP system and appear as "pending" (pending). On the other hand, in the aforementioned document is cited: "6.

In the event that we receive a customer call requesting a cancellation of portability, ATC colleagues will create a ticket in CRM reporting it and We will proceed to communicate it to the colleagues of Portability (fixed portability portabilidad.fija@masmovil.com) to do the paperwork in the NODE."

For this reason, a second requirement has been issued to LYCAMOBILE to provide the reason why the telephone service agents who answered the multiple Calls from the claimant between January 22 and 25, 2022 indicated that they did not see registered the portability and did not manage a possible impersonation as the claimant communicated.

The representatives of the entity have indicated that on the dates on which

The events denounced produced the CRM portability front was MNP.

Which implies that this system (MNP) was completely manual, so that the portability requests had to be entered by hand without being able to appreciate error in it since the ICC-ID, ID and name of the interested party were correct

and since otherwise the portability could not have occurred.

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10/18

They continue to state that "when in our previous response we indicated, in several occasions, that customer service agents review the systems, what they are consulting is the MNP directly, since Customer Service had access to view it, which happened whenever there was an incident with a port.

What we do not know is the reason why they were not able to locate the request of portability of the line [...line number in question...] in the system. Indicate to this agency that it is the first time that we have news of a portability that does not was visible in MNP, and that, although we do not know the real reason, it could be due to such time to some kind of asynchrony of the NPM, since on those dates they were carrying out parallel CRM migration jobs [...].

As it is not visible on the front of the portability CRM (MNP), the portability for the that the cancellation was requested, it was not possible to cancel it or create a ticket related, since these activities have to be done on a request for determined portability registered in MNP.

That is why the agents, faced with the impossibility of carrying out the operation, repeatedly invited the interested party to contact Vodafone to reject portability by impersonation at the time it entered them through of the NODE [...] Vodafone was empowered to reject portability at the time to receive it if the interested party had contacted them and informed of impersonation"

FUNDAMENTALS OF LAW

Yo

In accordance with the powers that article 58.2 of Regulation (EU) 2016/679 (General Data Protection Regulation, hereinafter GDPR), grants each control authority and as established in articles 47, 48.1, 64.2 and 68.1 of the Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights (hereinafter, LOPDGDD), is competent to initiate and resolve this procedure the Director of the Spanish Protection Agency of data.

Likewise, article 63.2 of the LOPDGDD determines that: "The procedures processed by the Spanish Data Protection Agency will be governed by the provisions in Regulation (EU) 2016/679, in this organic law, by the provisions

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11/18

regulations dictated in its development and, insofar as they do not contradict them, with character subsidiary, by the general rules on administrative procedures."

II

Article 4.11 of the GDPR defines the "consent of the interested party" as any manifestation of free, specific, informed and unequivocal will by which the

The interested party accepts, either through a declaration or a clear affirmative action, the processing of personal data concerning you.

For its part, article 6.1 of the GDPR establishes that "The processing will only be lawful if at least one of the following conditions is met:

a) the interested party gave his consent for the processing of his personal data

for one or more specific purposes;

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

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

c) the processing is necessary for compliance with an applicable legal obligation

to the data controller;

d) the processing is necessary to protect vital interests of the data subject or of another

Physical person;

e) the treatment is necessary for the fulfillment of a mission carried out in

public interest or in the exercise of public powers conferred on the controller

I lie;

f) the treatment is necessary for the satisfaction of legitimate interests pursued

by the person in charge of the treatment or by a third party, provided that on said interests

the interests or the fundamental rights and freedoms of the interested party do not prevail.

parties that require the protection of personal data, particularly when the interested party

Hopefully it's a child."

Law 25/2007, of October 18, on the conservation of data related to the

electronic communications and public communications networks provides in its

sole additional provision the following:

"Mobile telephony service operators that market services with

activation system through the modality of prepaid cards, they must carry a

book-registry in which the identity of the clients who acquire a card is recorded

intelligent with this method of payment. [...]

The identification will be made by means of a document accrediting the personality,

recording in the registry book the name, surnames and nationality of the

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12/18

buyer, as well as the number corresponding to the identification document used and the nature or name of said document. [...]"

II

In the present case, the portability of a telephone line owned by the claimant, without their consent.

The portability object of the claim was carried out on 01/26/2022 (the process on 01/22/2022) and was processed by LYCAMOBILE, as receiving operator of portability.

It was made from a VODAFONE contract line (postpaid) to a prepaid line of LYCAMOBILE.

It is stated that the identification is made with the DNI or identity document, but a copy is not stored because it is not required by the specific portability regulations and that the identification in prepaid is reinforced with the necessary contribution of the ICC-ID code of the SIM card, to which the customer has access.

About the diligence to solve the problem by LYCAMOBILE.

There are up to seven contacts in the LYCAMOBILE systems, between the dates 01/22/2022 and 01/26/2022, corresponding to telephone calls in which the claimant indicates that they have supplanted their identity to carry out the portability.

The LYCAMOBILE telephone service managers were not able to cancel the portability by not viewing it in their systems, inviting the claimant to contact VODAFONE.

According to the written procedure that they have provided, they should visualize the portability in

course, since it must be registered and the information available to the managers of customer service, which can initiate the cancellation process when requested.

Therefore, LYCAMOBILE has been required to report the reason for not will be displayed and canceled, stating the representatives of LYCAMOBILE that They do not know the reason for the non-visualization, the cause being a migration of systems on those dates.

About the diligence to solve the problem by VODAFONE.

There are contacts in the VODAFONE systems with entries registered in the that the claimant states that he is going to cancel the portability, and that despite his request do not carry out the cancellation of your data (LYCAMOBILE).

It is recorded (twice) that the claimant does not want calls from VODAFONE.

On 01/25/2022, it is recorded that a retrospective management procedure was opened portability (to VODAFONE) that ends without success, recording several attempts
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13/18

unsuccessful in contacting the claimant, by VODAFONE managers, to solve the problem.

Thus, in accordance with the evidence available in the present time of agreement to start the disciplinary procedure, and without prejudice to what result of the instruction, it is considered that the claimed operator has used the data of the claimant, to carry out the portability, of the telephone line of the that is the owner, without your consent, or any other legitimizing basis of article 6.1.

GDPR.

Therefore, it is considered that the known facts could constitute a
infraction, attributable to the defendant, for an alleged violation of article 6 of the
GDPR, indicated in the foundation II.

IV.

Article 72.1.b) of the LOPDGDD states that "according to what is established in the
Article 83.5 of Regulation (EU) 2016/679 are considered very serious and will prescribe
after three years, the infractions that suppose a substantial violation of the
articles mentioned therein and, in particular, the following:

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

V

Article 58.2 of the GDPR provides the following: "Each control authority shall have
of all of the following corrective powers listed below:

d) order the person in charge or person in charge of the treatment that the operations of
treatment comply with the provisions of this Regulation, where appropriate,
in a certain way and within a specified period

i) impose an administrative fine in accordance with article 83, in addition to or instead of
the measures mentioned in this paragraph, according to the circumstances of each
particular case;

SAW

If the infringement is confirmed, it could be agreed to impose on the person responsible the adoption of
adequate measures to adjust its performance to the regulations mentioned in this act, in order to

In accordance with the provisions of the aforementioned article 58.2 d) of the GDPR, according to which each
control authority may "order the person in charge or person in charge of the treatment that the
processing operations comply with the provisions of this Regulation,

where appropriate, in a specified manner and within a specified period...”.

The imposition of this measure is compatible with the sanction consisting of a fine administration, according to the provisions of art. 83.2 of the GDPR.

It is noted that not attending to the possible order to adopt measures imposed by this organism in the sanctioning resolution may be considered as an infraction

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14/18

administration in accordance with the provisions of the GDPR, classified as an infringement in its article 83.5 and 83.6, being able to motivate such conduct the opening of a subsequent procedure sanctioning administrative

VII

This infraction can be sanctioned with a fine of a maximum of €20,000,000 or, in the case of a company, an amount equivalent to a maximum of 4% of the total annual global business volume of the previous financial year, opting for the of greater amount, in accordance with article 83.5 of the GDPR.

Likewise, it is considered appropriate to graduate the sanction to be imposed in accordance with the following criteria established in article 83.2 of the GDPR and art. 76.2 of the

LOPDGDD:

As aggravating factors the following:

☐ In the present case we are dealing with a habitual treatment of personal data (art. 76.2.b) LOPDGDD).

☐ In addition, we are facing a clear unintentional negligent action, but significant (article 83.2 b) since there is a breach of security in the

step that is used as authentication, for confirmation of portability by mobile telephony, said gross negligence is accredited by the fact that the claimant called the operator several times to notify them of the portability incorrect, and despite this said portability materialized.

Therefore, based on the foregoing,

By the Director of the Spanish Data Protection Agency,

HE REMEMBERS:

START SANCTIONING PROCEDURE against LYCAMOBILE S.L.U. with NIF

1.

B92877141, for the alleged infringement of article 6 of the GDPR, which regulates the legality of the processing of personal data, considered a very serious offense for the purposes prescription according to article 72.1b) of the LOPDGDD, which is an infraction tion of article 83.5 a) of the GDPR.

APPOINT as instructor B.B.B. and, as secretary, to C.C.C., indicating

1.

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

2.

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INCORPORATING into the disciplinary file, for evidentiary purposes, the claim

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15/18

petition filed by the claimant and its documentation, the documents obtained and

generated by the General Sub-directorate of Data Inspection during the information phase.

investigations, as well as the report of previous inspection actions.

3.

THAT for the purposes provided for in art. 64.2 b) of Law 39/2015, of October 1, of the Common Administrative Procedure of Public Administrations, the sanction that may correspond would be €70,000 (SEVENTY THOUSAND EUROS), without prejudice of what results from the instruction.

4.

NOTIFY this agreement to LYCAMOBILE S.L.U. with NIF B92877141, granting him a hearing period of ten business days to formulate the allegations and present the evidence that you deem appropriate. In his statement of pleadings You must provide your NIF and the procedure number that appears in the heading of this document.

If, within the stipulated period, he does not make allegations to this initial agreement, the same may be considered a resolution proposal, as established in article 64.2.f) of Law 39/2015, of October 1, on the Common Administrative Procedure of Public Administrations (hereinafter, LPACAP).

In accordance with the provisions of article 85 of the LPACAP, in the event that the sanction to be imposed other than a fine, may recognize its responsibility within the term granted for the formulation of allegations to the present initiation agreement; it which will entail a reduction of 20% of the sanction that should be imposed in the present procedure. With the application of this reduction, the sanction would be established at €56,000 (fifty-six thousand euros), resolving the procedure with the imposition of this sanction.

In the same way, it may, at any time prior to the resolution of this procedure, carry out the voluntary payment of the proposed sanction, which

will mean a reduction of 20% of its amount. With the application of this reduction, the sanction would be established at €56,000 (fifty-six thousand euros) and its payment will imply the termination of the procedure, without prejudice to the imposition of the corresponding measures.

The reduction for the voluntary payment of the penalty is cumulative to the corresponding apply for acknowledgment of responsibility, provided that this acknowledgment of the responsibility is revealed within the period granted to formulate allegations at the opening of the procedure. Voluntary payment of the referred amount in the previous paragraph may be done at any time prior to the resolution. In

In this case, if both reductions were to be applied, the amount of the penalty would remain established at €42,000 (forty-two thousand euros).

In any case, the effectiveness of any of the two aforementioned reductions will be conditioned to the withdrawal or resignation of any action or appeal via administrative against the sanction.

In the event that you choose to proceed with the voluntary payment of any of the amounts previously indicated, €56,000 (fifty-six thousand euros) or €42,000 (forty-six thousand two thousand euros), you must make it effective by depositing it into account number ES00

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16/18

0000 0000 0000 0000 0000 open in the name of the Spanish Agency for the Protection of Data in Banco CAIXABANK, S.A., indicating in the concept the number of reference of the procedure that appears in the heading of this document and the cause of reduction of the amount to which it receives.

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

The procedure will have a maximum duration of nine months from the date of the initiation agreement or, where appropriate, of the draft initiation agreement.

After this period, its expiration will occur and, consequently, the file of performances; in accordance with the provisions of article 64 of the LOPDGDD.

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

Mar Spain Marti

Director of the Spanish Data Protection Agency

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SECOND: On March 30, 2023, the claimed party has proceeded to pay of the sanction in the amount of 42,000 euros making use of the two reductions provided for in the initiation Agreement transcribed above, which implies the recognition 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 appeal via against the sanction and acknowledgment of responsibility in relation to the facts referred to in the Commencement Agreement.

FUNDAMENTALS OF LAW

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Competence

In accordance with the powers that article 58.2 of Regulation (EU) 2016/679 (General Data Protection Regulation, hereinafter GDPR), grants each control authority and as established in articles 47, 48.1, 64.2 and 68.1 of the

Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights (hereinafter, LOPDGDD), is competent to initiate and resolve this procedure the Director of the Spanish Protection Agency of data.

Likewise, article 63.2 of the LOPDGDD determines that: "The procedures processed by the Spanish Data Protection Agency will be governed by the provisions in Regulation (EU) 2016/679, in this organic law, by the provisions regulations dictated in its development and, insofar as they do not contradict them, with character

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17/18

subsidiary, by the general rules on administrative procedures."

II

Termination of the procedure

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

Common for Public Administrations (hereinafter, LPACAP), under the heading

"Termination in disciplinary proceedings" provides the following:

"1. Initiated a disciplinary procedure, if the offender acknowledges his responsibility,

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

2. When the sanction has only a pecuniary 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 presumed perpetrator, in

any moment 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 offence.

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

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

20% of the amount of the proposed penalty, these being cumulative among themselves.

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 resource against the sanction.

The percentage reduction provided for in this section may be increased

according to regulations."

According to what has been stated,

the Director of the Spanish Data Protection Agency RESOLVES:

FIRST: DECLARE the termination of procedure EXP202203183, in

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

SECOND: NOTIFY this resolution to LYCAMOBILE S.L.U..

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

Resolution will be made public once the interested parties have been notified.

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

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

Common of Public Administrations, interested parties may file an appeal

administrative litigation before the Administrative Litigation 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 for in article 46.1 of the

referred Law.

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18/18

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Mar Spain Marti

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