

□ File No.: PS/00111/2021

RESOLUTION OF TERMINATION OF THE PROCEDURE FOR PAYMENT

VOLUNTARY

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

BACKGROUND

FIRST: On June 24, 2021, the Director of the Spanish Agency for
Data Protection agreed to initiate a sanctioning procedure against VODAFONE
SPAIN, S.A.U. (hereinafter, the claimed party), through the Agreement that is
transcribe:

<<

Procedure No.: PS/00111/2021

AGREEMENT TO START A SANCTION PROCEDURE

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

FACTS

FIRST: Ms. A.A.A. (hereinafter, the claimant) dated June 24, 2020
filed a claim with the Spanish Data Protection Agency. The
claim is directed against VODAFONE ESPAÑA, S.A.U. with NIF A80907397 (in
later, the claimed one).

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The reasons on which the claim is based are the sending by the entity

claimed telephone bills owned by a third party to the email address

claimant's email. After informing the respondent, she has not

got response. Claims to have sent emails on 06/17/2019 and 07/16/2019

electronics

Y

tufacturavodafone@vodafone.es (the latter from which it receives invoices). Too

claims to have called by phone without specifying the date indicating "I called a couple

times to Vodafone, but I was unable to strike up an intelligent conversation with

one person, since they passed me from operator to operator, from

department in department and nobody knew anything, nobody wanted to help me, nobody

could solve my problem".

support@vodafone.es

addresses

the

to

Date on which the claimed events took place: since May 16, 2019

until 01/18/2021.

Relevant documentation provided by the claimant:

Copy of the invoices and copy of the emails sent to the claimed party for

bring out the problem.

SECOND: In view of the facts denounced in the claim and the

documents provided by the claimant, and in accordance with the provisions of article

65.4 of Organic Law 3/2018, of December 5, on Data Protection

Personal and guarantee of digital rights (hereinafter, LOPDGDD), which

consists of transferring them to the Data Protection Delegates

designated by those responsible or in charge of the treatment, or to these when not they have appointed them, and with the purpose indicated in the aforementioned article, on date 4 August 2020, the claim was transferred to the respondent (file of reference E/6010/2020), to proceed with its analysis and respond in the term of one month.

On 10/13/2020, this Agency has a response to the transfer of the claim, where the claimed ensures that the incident has been solved and that it has been communicated its resolution to the claimant. However, as reflected in the resolution of file E/6010/2020, as of 12/01/2020, the affected party states that continues to receive invoices, as evidenced by copies of those received the month of October and November 2020 issued on October 8 and November 8 of 2020 respectively.

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THIRD: On 01/22/2021, a resolution was issued admitting the claim for processing, and the General Subdirectorate for Data Inspection proceeded to carry out preliminary investigative actions to clarify the facts in matter, by virtue of the investigative powers granted to the authorities of control in article 57.1 of Regulation (EU) 2016/679 (General Regulation of Data Protection, hereinafter RGPD), and in accordance with the provisions of the Title VII, Chapter I, Second Section, of Organic Law 3/2018, of December 5, Protection of Personal Data and guarantee of digital rights (hereinafter LOPDGDD).

The result of the investigation actions carried out is as follows:

First.- Detailed information is required on the reasons why the claimant has continued to receive invoices, a copy of which is provided, despite having declared its entity to this Agency, within the framework of file E/06010/2020, with date 10/13/2020, that the incident had been duly resolved.

The defendant's representatives state that:

“As indicated in the allegations presented to the request for information with reference number E/06010/2020, the sending of invoice availability notices to the claimant to your email account occurred because another customer had I activate the sending of these notices to the email of the claimant ***EMAIL.1.

In August 2020, a fault ticket was opened to Systems for a solution to the problem detected since the system did not allow to delete the email from the complainant to those responsible for the customer service channel.

At the time the email account was no longer visible in systems, code of the claimant assigned to another client for those responsible for customer service- te, the incident was considered solved, thus communicating it to this Agency in the response to the information request indicated. However, it was verified subsequently that the changes made in the client file in which the e-mail of the claimant were not saved, so the e-mail of the claimant was not eliminated, so he continued to receive the notices.

After receiving this request for information, the case has been reopened before the system managers to proceed to the definitive solution of the incident.

Inc. After making the appropriate modifications, we can confirm that on the 11th of February 2021, it has been possible to save the applied changes correctly, not already stating the email account of the claimant as the recipient of the invoice availability notices from another customer.”

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They provide a screenshot of the systems that shows the solution to the incident.

Second.- Detailed information is required on the error made at the source, as well as at the try to correct it in October 2020, which has motivated the claimant to continue receiving the invoices from the third party in question.

The defendant's representatives state that:

“As stated in the previous section, the mistake made at the origin is that another client had notifications for sending invoices to the email account activated email from the claimant, for this reason, she was receiving notices of availability of invoices in your email.

This case has been studied in detail with those responsible for Systems and it has been been able to ascertain that this error was not caused by a system failure, but because the third customer had provided the email account of the claimant for sending the invoices. The third client has been listed as fraudulent by the Vodafone investigation team (this issue having been resolved incidence), therefore, when accessing the client area via the web, he provided a email for sending invoices that turned out to be that of the claimant.

This incidence tried to be corrected between August and September 2020, eliminating the email account of the claimant of the third party file. However, in the processing of the ticket of this failure, the process of deleting this information does not was completed, not saving the changes definitively. For this reason, the

The claimant's e-mail account has continued to appear in the record of the

third customer who did have these invoice availability notices active.”

Third.- Detailed information on the procedure has also been requested.

followed by the entity to send the invoices to the clients, where it is shown both

the procedure for consignment of e-mail addresses as well as the

procedure for remitting invoices to the addresses provided for each

client. It is requested to include a detailed explanation of the reason why the procedure

established has allowed the claimant to continue receiving invoices, despite

of the information contained in the screenshot of the data of the third party provided to this

Agency dated 10/13/2020, in which the email address does not appear.

The defendant's representatives state that:

“Vodafone customers have the option of activating availability notices

invoice and sending of electronic invoice in which they are informed about the date of charge

of the amount in advance of the charge in your bank account, only in the cases in which

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that the invoicing modality is direct debit. For these cases,

customers can request to receive these notices via e-mail or SMS.

To activate these options, customers can request it at the time of registering

the line or at a later time through the Customer Service

Vodafone or the MiVodafone AppWeb.

Through the indicated channels, customers have the options of:

Activate the electronic invoice.

Activate and modify the monthly notification of the availability of invoices.

View the last three invoices in different formats.

Download the invoices.

In the case of the third client that turned out to be fraudulent, it is recorded in our systems that you have made changes through the web area in the management of your billing where the address of the claimant could be included for sending notices of availability of invoices.

Fourth.- The claimed entity has been required to state the reasons why did not reply to the claimant's e-mails, nor were her requests for rectification of your personal data to avoid continuing to receive invoices from another client. Attached to the request is evidence of the claimant's shipments, sent on 06/17/2019 and 07/16/2019 to the mailboxes soporte@vodafone.es and tufacturavodafone@vodafone.es. Documentary accreditation of the responses issued, if any.

The defendant's representatives state that:

"The emails soporte@vodafone.es and tufacturavodafone@vodafone.es are not They are email accounts that receive or respond to customer requests. The mails that are forwarded to these mailboxes are returned to the senders as not received, and the case of the mailbox regarding support@vodafone.es, a reply is sent automatic in which customers are redirected to the appropriate channels to be able to process your request, indicating the following:

"Dear Customer:

Thank you very much for contacting Vodafone.

In order to answer your query, we need to identify you through My Vodafone where we can attend to your request safely and you can also see

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all the information related to your services. In case you are not registered in My Vodafone, click here.

We also have at your disposal our customer service telephone number 22123 and

You can solve your doubts in the Vodafone help section for private customers.

If you are not a client, call us:

Individuals:

1444 - Commercial Information - Information and contracting related to products marketed by Vodafone. Free call

1704 - Commercial information and exclusive online promotions - Information and contracting related to the products that Vodafone markets. Call

free. Business hours: Monday to Sunday from 9:00 a.m. to 9:00 p.m.

607 123 000- Helpline

Thank you very much for your attention and greetings.

Vodafone customer service

*In case the links in this email do not work for you, copy them into your browser and access directly.

Register My

key/#/register»

Vodafone:

<http://www.vodafone.es/c/mivodafone/es/registro-nueva->

Therefore, the communications sent to these mailboxes were not received by Vodafone and so the claimant was informed.

In addition, the appropriate checks have been carried out and it has been possible to

confirm that for Mrs. A.A.A. There is no record of any interaction or ticket in which

It is indicated that a claim has been received for these facts. It is also confirmed

that, with the claimant's email address, ***EMAIL.1, there is no

that any mail has been received.”

Attach screenshots of customer interactions. The claimant does not indicate the faiths

records of their calls, nor does it provide evidence of them that would allow the information to be contrasted.

tion. It is only verified that there are some interactions dated 07/30/2019

(date closest to the beginning of the receipt of the invoices by the claimant) of the

type “information” and code “open question”, or “customer query”.

They also attach a screen print of the aforementioned generic response from the mailbox of

medium.

They attach a screen print of the client's email address indicating that in

he also does not record receipt of any claim, and that he has not been able to give a

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reply if no claim has been received in this regard by the claimant.

keep.

Fifth.- It is required to provide a description of the detailed care procedure for

support@vodafone.es and tufacturavodafone@vodafone.es mailboxes and reason why

which may not answer or process requests made by customers to these

mailboxes as in the present case. Description of the controls established on

on the procedure described, to ensure the response and processing of requests

tudes received through these channels, and reason why they failed in the present case in two

different dates and two different mailboxes

The defendant's representatives state that:

“As indicated in the fourth allegation of this brief, the mailboxes

email indicated are not the channels of communication by customers who

Vodafone, has enabled, but mailboxes from which communications are issued

towards customers.

When a customer sends an email to these addresses, the messages are

they return and the opportune information on the channels is sent to them through the

which you can contact Vodafone to submit your claims or

any type of request.

Therefore, these mailboxes are not enabled as a customer service channel,

not receiving, also incoming emails.”

Sixth.- Google searches have been carried out for these addresses,

verifying that there are multiple occurrences of soporte@vodafone.es of

third-party websites, and one from Ayudacliente.vodafone.es in which there is a contract

“Request for change of owner and Contract for Mobile Communications Services

Postpaid Individuals” in pdf format with the following clause:

“7. Customer Service and Claims. Vodafone provides the Customer with a service of

support and information through www.vodafone.es, points of sale or agents

authorized, at the Customer Service 123, at the registered office indicated

in these conditions or by email to soporte@vodafone.es. If he

Client wants to file a claim must do so within a period of one (1) month

Since you know the fact that motivates the same, in writing to the registered office of

Vodafone located at Avenida de América, 115, 28042, Madrid, by phone at

Customer Service 123 or by email to soporte@vodafone.es.

[...].”

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Performed the search for the email address tufacturavodafone@vodafone.es only a result is found from a third party website citing that it is the address sender of the invoices of the claimant entity.

The Data Inspection has proceeded to send an email of test the address support@vodafone.es checking that after a minute approximately the mentioned automatic reply is received.

FOUNDATIONS OF LAW

I

By virtue of the powers that article 58.2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 04/27/2016 regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data (hereinafter GDPR); recognizes each authority of control, and as established in art. 47 of the Organic Law 3/2018, of Protection of Personal Data and guarantee of digital rights (hereinafter LOPDGDD), the director of the Spanish Agency for Data Protection is competent to initiate and to solve this procedure.

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II

The LOPGDD, in its article 5.1 indicates: "Duty of confidentiality":

"one. Those responsible and in charge of data processing as well as all people who intervene in any phase of this will be subject to the duty of confidentiality referred to in article 5.1.f) of Regulation (EU) 2016/679."

III

Article 5.1.f) of the RGDPD establishes that personal data will be:

"f) processed in such a way as to guarantee adequate security of the data including protection against unauthorized or unlawful processing and against its loss, destruction or accidental damage, through the application of technical measures or appropriate organizational ("integrity and confidentiality").

And section 2 of the same article 5, states:

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

IV

Regarding the security of personal data, article 32 of the RGDPD "Security of the treatment", establishes that:

"one. Taking into account the state of the art, the application costs, and the nature, scope, context and purposes of the treatment, as well as risks of variable probability and severity for the rights and freedoms of individuals

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physical, the person in charge and the person in charge of the treatment will apply technical measures and

appropriate organizational measures to guarantee a level of security appropriate to the risk,

which in your case includes, among others:

a) pseudonymization and encryption of personal data;

b) the ability to ensure confidentiality, integrity, availability and resilience

permanent treatment systems and services;

c) the ability to restore the availability and access to the personal data of

quickly in the event of a physical or technical incident;

d) a process of regular verification, evaluation and assessment of the effectiveness of the

technical and organizational measures to guarantee the security of the treatment.

2. When evaluating the adequacy of the security level, particular account shall be taken of

takes into account the risks presented by the processing of data, in particular as

consequence of the accidental or unlawful destruction, loss or alteration of data

data transmitted, stored or otherwise processed, or the communication or

unauthorized access to said data. 3. Adherence to a code of conduct

approved under article 40 or to a certification mechanism approved under

of article 42 may serve as an element to demonstrate compliance with the

requirements established in section 1 of this article. 4. The person in charge and the

in charge of the treatment will take measures to guarantee that any person

who acts under the authority of the person in charge or the person in charge and has access to data

personal can only process said data following the instructions of the person in charge,

unless it is obliged to do so by virtue of the Law of the Union or of the States

members".

v

In accordance with the evidence available at the present time of

agreement to initiate the sanctioning procedure, and without prejudice to what results from the

instruction, it is considered that the claimed person processed the data

of the claimant without having any legitimacy to do so,
materialized in that they continue to receive telephone bills owned by a
third party at the claimant's email address, even though she requested
in the past the deletion of your data.

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It should be noted that this Agency transferred the claim made
by the claimant to the respondent, stating that the incident was already
resolved. However, the claimant continued to receive telephone bills
owned by a third party in your email address. Consequently, it has
carried out a processing of personal data without having accredited that it has
with the legal authorization to do so.

On the other hand, there is other significant evidence for the graduation of the
infringement:

Continuous nature of the facts verified: from 05/16/2019 to 01/18/2021.

Volume of the treatments carried out: an affected third party, owner of the invoices,
person who was able to record the claimant's mailing address as the address
shipping, and the claimant herself who receives the invoices.

The development of the business activity carried out by the entity requires a
continuous processing of personal data. The entity performs for the development of its
activity a high volume of personal data processing.

SAW

The known facts could constitute an infraction, attributable to the

claimed, for violation of article 5.1.f) of the RGPD, which governs the principles of integrity and confidentiality of the processing of personal data, as well as the proactive responsibility of the controller to demonstrate its compliance, as stated in section 2 of the same article 5 of the RGPD.

On the other hand, there are clear indications that the defendant has violated article 32 of the RGPD, facilitating access to information related to personal data of a client by a third party outside the entity.

The responsibility of the claimed is determined by unauthorized access. The entity is responsible for making decisions aimed at implementing implement the appropriate technical and organizational measures to guarantee a level of security appropriate to the risk to ensure the confidentiality of the data and, among them, those aimed at restoring availability and preventing access to data in case physical or technical incident.

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Article 83.5 a) of the RGPD, considers that the infringement of “the basic principles for processing, including the conditions for consent under the articles 5, 6, 7 and 9” is punishable, in accordance with section 5 of the aforementioned Article 83 of the aforementioned Regulation, with administrative fines of €20,000,000 as maximum or, in the case of a company, an amount equivalent to 4% as maximum of the overall annual total turnover of the previous financial year, opting for the highest amount.

The LOPGDD in its article 72.1.a) establishes as: "Infringements considered very

serious. 1. Based on the provisions of article 83.5 of the Regulation (EU)

2016/679 are considered very serious and the infractions that

suppose a substantial violation of the articles mentioned in that and, in

particular, the following: a) The processing of personal data violating the

principles and guarantees established in article 5 of Regulation (EU) 2016/679".

The violation of article 32 RGPD is typified in article 83.4.a) of the

cited RGPD in the following terms: "4. Violations of the provisions

following will be sanctioned, in accordance with section 2, with administrative fines

EUR 10,000,000 maximum or, in the case of a company, an amount

equivalent to a maximum of 2% of the total global annual turnover of the

previous financial year, opting for the highest amount: a) the obligations of the

responsible and of the person in charge in accordance with articles 8, 11, 25 to 39, 42 and 43." (...)

It establishes article 73 of the LOPDGDD, under the heading "Infringements considered

serious", the following: "According to what is established in article 83.4 of the Regulation

(EU) 2016/679 are considered serious and will prescribe after two years the infractions that

suppose a substantial violation of the articles mentioned in that and, in

particular, the following: (...) f) The lack of adoption of those technical measures and

organizational measures that are appropriate to guarantee an adequate level of security

to the risk of treatment, in the terms required by article 32.1 of the Regulation

(EU) 2016/679."

In the present case, the infringing circumstances provided for in article

83.5 and 83.4 of the RGPD and 72.1 a) and 73 section f) of the LOPDGDD, transcribed above.

Article 58.2 of the RGPD provides: "Each control authority will have all the

following corrective powers: b) issue reprimands to a person in charge of the

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treatment or to a person in charge of the treatment when the treatment operations have infringed the provisions of this Regulation; d) order the responsible of the treatment or the person in charge of the treatment that puts the operations of processing in accordance with the provisions of this Regulation, when appropriate, in a certain way and within a certain period; i) impose a fine in accordance with article 83, in addition to the measures referred to in article this paragraph or in its place, depending on the circumstances of each case concrete;"

In this sense, the actions taken by the respondent to the know the claim of which it was informed by this AEPD and the measures adopted, having to report on them within the procedure, being able to in the resolution, adopt the appropriate ones for its adjustment to the regulations.

Likewise, it is considered appropriate to graduate the sanction to be imposed in accordance with the following criteria established by article 83.2 of the RGPD:

As aggravating circumstances, in the present case, the following:

The duration of the infraction (article 83.2.a).

A negligent action (article 83.2.b).

Basic personal identifiers are affected, according to article 83.2.g).

7th

Therefore, in accordance with the foregoing, the Director of the Spanish Agency of Data Protection, AGREES:

FIRST: INITIATE PUNISHMENT PROCEDURE against VODAFONE SPAIN,

S.A.U., with NIF A80907397, for the alleged infringement of article 5.1.f) of the RGPD,

punishable in accordance with the provisions of art. 83.5 of the aforementioned RGD, and qualified as very serious in article 72.1 a) of the LOPDGDD, and for the presumed infraction of the article 32 of the RGD, punishable in accordance with the provisions of article 83.4 of the cited RGD, and that is classified as serious in article 73 section f) of the LOPDGDD.

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SECOND: ORDER VODAFONE ESPAÑA, S.A.U., with NIF A80907397, from in accordance with the provisions of article 58.2 d) of the RGD, so that within ten days proceed to order the person in charge or in charge of the treatment, that the Treatment operations comply with the provisions of the RGD.

THIRD: APPOINT B.B.B. and, as secretary, to C.C.C., indicating that any of them may be challenged, where appropriate, in accordance with the established in articles 23 and 24 of Law 40/2015, of October 1, on the Regime Legal Department of the Public Sector (LRJSP).

FOURTH: INCORPORATE to the disciplinary file, for evidentiary purposes, the claim filed by the claimant and her documentation, the documents obtained and generated by the General Subdirectorate for Data Inspection during the investigation phase, as well as the report of previous Inspection actions.

FIFTH: THAT for the purposes provided in art. 64.2 b) of Law 39/2015, of 1 October, of the Common Administrative Procedure of the Public Administrations, the sanction that could correspond would be: € 30,000 (thirty thousand euros) for infraction of article 5.1 f) of the RGD, regarding the violation of the principle of confidentiality

and €20,000 (twenty thousand euros) for violation of article 32 of the aforementioned RGPD, regarding the security of the treatment of the personal data of its clients, without prejudice to what results from the instruction.

SIXTH: NOTIFY this agreement to VODAFONE ESPAÑA, S.A.U., with NIF A80907397, granting him a hearing period of ten business days to formulate the allegations and present the evidence it deems appropriate. In his writing of allegations you must provide your NIF and the procedure number that appears in the header of this document.

If within the stipulated period it 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, of 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 was a fine, it may recognize its responsibility within the term granted for the formulation of allegations to this initial agreement; it which will entail a reduction of 20% of the sanction to be imposed in

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the present procedure. With the application of this reduction, the sanction would be established at €40,000 (forty thousand euros), resolving the procedure with the imposition of this sanction.

Similarly, you 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 €40,000 (forty thousand euros) and its payment will imply the termination of the procedure.

The reduction for the voluntary payment of the penalty is cumulative with the corresponding apply for the acknowledgment of responsibility, provided that this acknowledgment of the responsibility is revealed within the period granted to formulate arguments at the opening of the procedure. The voluntary payment of the referred amount in the previous paragraph may be done at any time prior to the resolution. In this case, if it were appropriate to apply both reductions, the amount of the penalty would be set at €30,000 (thirty thousand euros).

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

In case you chose to proceed to the voluntary payment of any of the amounts indicated above €40,000 (forty thousand euros) or €30,000 (thirty thousand euros), You must make it effective by depositing it in account number ES00 0000 0000 0000 0000 0000 opened in the name of the Spanish Agency for Data Protection in the banking entity CAIXABANK, S.A., indicating in the concept the reference number of the procedure that appears in the heading of this document and the cause of reduction of the amount to which it is accepted.

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

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

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

Finally, it is pointed out that in accordance with the provisions of article 112.1 of the LPACAP,

There is no administrative appeal against this act.

Sea Spain Marti

Director of the Spanish Data Protection Agency

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SECOND: On September 27, 2021, the claimed party has proceeded to payment of the sanction in the amount of 40,000 euros using one of the two reductions provided for in the Start Agreement transcribed above. Therefore, its acknowledgment of responsibility has been confirmed.

THIRD: The payment made entails the waiver of any action or resource in via against the sanction, in relation to the facts referred to in the Home Agreement.

FOUNDATIONS OF LAW

I

By virtue of the powers that article 58.2 of the RGPD recognizes to each authority of control, and as established in art. 47 of the Organic Law 3/2018, of 5 December, of Protection of Personal Data and guarantee of digital rights (in hereinafter LOPDGDD), the Director of the Spanish Agency for Data Protection is competent to sanction the infractions that are committed against said

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

Telecommunications (hereinafter LGT), in accordance with the provisions of the article 84.3 of the LGT, and the infractions typified in articles 38.3 c), d) and i) and 38.4 d), g) and h) of Law 34/2002, of July 11, on services of the society of the information and electronic commerce (hereinafter LSSI), as provided in article 43.1 of said Law.

II

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

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

"Termination in sanctioning procedures" provides the following:

"one. Started a sanctioning procedure, if the offender acknowledges his responsibility, the procedure may be resolved with the imposition of the appropriate sanction.

2. When the sanction is solely pecuniary in nature or it is possible to impose a pecuniary sanction and another of a non-pecuniary nature, but the inadmissibility of the second, the voluntary payment by the alleged perpetrator, in any time prior to the resolution, will imply the termination of the procedure, except in relation to the replacement of the altered situation or the determination of the compensation for damages caused by the commission of the infringement.

3. In both cases, when the sanction is solely pecuniary in nature, the competent body to resolve the procedure will apply reductions of, at least, 20% of the amount of the proposed sanction, these being cumulative with each other.

The aforementioned reductions must be determined in the notification of initiation of the procedure and its effectiveness will be conditioned to the withdrawal or resignation of any administrative action or recourse against the sanction.

The reduction percentage provided for in this section may be increased regulations."

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

RESOLVES:

FIRST: TO DECLARE the termination of procedure PS/00111/2021, of in accordance with the provisions of article 85 of the LPACAP.

SECOND: NOTIFY this resolution to VODAFONE ESPAÑA, S.A.U.

In accordance with the provisions of article 50 of the LOPDGDD, this Resolution will be made public once it has been notified to the interested parties.

Against this resolution, which puts an end to the administrative procedure as prescribed by the art. 114.1.c) of Law 39/2015, of October 1, on Administrative Procedure

Common of the Public Administrations, the interested parties may file an appeal contentious-administrative before the Contentious-administrative Chamber of the National Court, in accordance with the provisions of article 25 and section 5 of the fourth additional provision of Law 29/1998, of July 13, regulating the Contentious-Administrative Jurisdiction, within a period of two months from the day following the notification of this act, as provided in article 46.1 of the aforementioned Law.

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