

Case number: NAIH / 2019/1837 /

Subject: Application in part

decision granting it

DECISION

The National Data Protection and Freedom of Information Authority (hereinafter: the Authority) [...]

at the request of the [...] Data Protection Authority, which started on 8 February 2019

take the following decisions in the procedure:

I. At the request of the Applicant

partially corrects

I. 1. and finds that the Debtor has forwarded the a

Applicant's personal information.

I. 2. The Authority finds that the Debtor is treated by the Applicant without any legal basis

data on the prevention of money laundering and terrorist financing and

LIII of 2017 on the prevention of Act (hereinafter: Pmt.) does not provide for preservation

obligation. In this context, the Authority shall oblige the Debtor to cancel the

Applicant to this, Pmt. not covered by the mandatory personal data to be retained by the

personal data from all active electronic records by providing that personal data

documents containing data may be retained. It can be found on these documents and in the documents

however, no personal data processing operation other than custody may be performed on personal data here

including their presentation to other authorities arising from any legal obligations.

II. 1. The Authority shall establish of its own motion that the Debtor has not provided the Applicant

adequate information on the right to object to the processing of your personal data.

II. 2. The Authority shall of its own motion oblige the Debtor to comply with this Decision as soon as it becomes final.

inform the Applicant within 15 days of the purpose and legitimate interest

necessary to process your personal data and that this interest is affected by the fundamental rights of the Applicant

priority on the basis of which it enjoys, and also inform the Applicant of his entitlement

the right to protest and how to exercise it.

II. 3. The Authority shall terminate the Debtor ex officio due to the unlawful data processing carried out by it

HUF 1,000,000, ie one million forints

data protection fine

obliges to pay.

III. The Authority shall reject the part of the application in order to instruct the Debtor to:

delete Pmt. the personal data to be kept by the Debtor and the Debtor shall be prohibited by the

From the transfer of personal data of the applicant.

I. 2. and II. Fulfillment of the obligation under point 2 to the Debtor from the taking of the measure

must be submitted in writing within 30 days of receipt of the supporting evidence

- prove to the Authority that the action is open to challenge the decision

2

until the expiry of the time limit or, in the case of the commencement of an administrative action, until the final decision of the court

personal data involved in data processing may not be deleted or destroyed.

The Authority shall impose a data protection fine within 30 days of the final adoption of this Decision

centralized revenue collection target settlement forint account (10032000-01040425-00000000

Centralized direct debit IBAN: HU83 1003 2000 0104 0425 0000 0000)

to pay. When transferring the amount, NAIH / 2019/1837. JUDGE. number should be referred to.

If the Debtor fails to meet its obligation to pay the fine within the time limit, the above

is required to pay a late payment surcharge on the account number. The amount of the late payment allowance is the statutory interest,

which corresponds to the central bank base rate in force on the first day of the calendar half-year affected by the delay me.

I. 2. and II. Obligation under point 2 and the data protection fine and late payment allowance

in the event of non-payment, the Authority shall order enforcement of the decision.

There is no administrative remedy against this decision, but it has been available since its notification

Within 30 days, an action brought before the Metropolitan Court may be challenged in an administrative lawsuit. THE application shall be submitted to the Authority, by electronic means, which shall forward it together with the file to the court. The request for a hearing must be indicated in the application. The whole personal for those who do not benefit from an exemption, the fee for the court review procedure is HUF 30,000; subject to the right to record material duty. Legal representation is mandatory in proceedings before the Metropolitan Court.

EXPLANATORY STATEMENT

I. Procedure and clarification of the facts

I. 1. The Applicant complained that the Debtor had passed it on to a third party or

personal data of individuals against a data processing written by him or her dated 15 April 2015

a letter of protest and a letter dated January 30, 2019, in which he is personal

also requested the deletion of his data.

Given that the application did not contain a specific report of the alleged infringement

a description of the conduct or condition in support of the allegations concerning the alleged infringement

facts and evidence thereof and the decision to remedy the alleged infringement

the Authority called on the Applicant to remedy the

that he has verified his personal data by sending several letters - he considers it illegal

- transmission. Based on these, a data transfer to natural persons took place a

protection of individuals with regard to the processing of personal data and on the free movement of such data,

and Regulation (EU) 2016/679 repealing Directive 95/46 / EC (a

hereinafter referred to as the General Data Protection Regulation), ie 2018.

after May 25th. Accordingly, the Applicant complained, on the one hand, that despite his protest

the Debtor has transmitted his personal data to [...] on 16 January 2019 - signature

without assignment notice and performance instruction. On the other hand, the Applicant also

objected that the Debtor had not responded to the request for information dated 30 January 2019

on the processing of personal data, in which he drew the Debtor's attention

that he had blocked the transfer of his personal data by letter dated 15 April 2015

to third parties and also requested the deletion of your personal data.

3

The Applicant requested the Authority to establish the fact of the unlawful transfer and to order

the Debtor to delete his personal data and to prohibit his personal data

transmission.

I. 2. In its order to initiate the data protection authority procedure, the Authority notified a

Debtor and summoned him to make a statement to clarify the facts.

The Debtor - according to the statement - the Applicant's personal data is subject to general data protection

pursuant to Article 6 (1) (b) of the Regulation of 26 November 2007 [...]

for the performance of the loan agreement no. Documents sent by the Debtor

the contract was valid and valid until 30 December 2018.

According to the Debtor's statement, the personal data of the Applicant - full name,

birth name, mother's name, place and date of birth, ID card number, permanent

home address, vehicle registration number, mailing address, mobile phone number, workplace telephone number

availability - Act V of 2013 on the Civil Code (hereinafter: the Civil Code) 6: 193.

§ and CCXXXVII of 2013 on Credit Institutions and Financial Undertakings. Act (a

hereinafter: Hpt.) to [...] as data controller pursuant to Section 161 (1) (c).

According to the statement, the legal basis for the transfer of data for the purpose of data processing is also general

performance of a loan agreement pursuant to Article 6 (1) (b) of the Data Protection Regulation, and

a legitimate interest within the meaning of Article 6 (1) (f) of the General Data Protection Regulation.

In connection with the transfer of data to [...], the Debtor has sent the contract concluded with this company and issued in

2018.

Assignment contract dated 14 November, assignment sent to the Applicant

a copy of the notice and enforcement order in support of his legitimate interest

balancing tests and the agreement concluded between him and the Applicant on 26 November 2007

a copy of the loan agreement dated [...].

According to the assignment agreement, the Debtor, as the assignor, sold for consideration, [...], as the concessionaire, purchased the proceeds from the retail lease and loan the claim and any interest and contributions it has incurred in the past and will become due in the future, together with the rights arising from the debtor and the ancillary obligations attached to the claim. THE under the contract, the Debtor has made it available to [...] to enforce the claim relevant documentation - signed copy of loan, lease agreement, signed collateral agreements copy, financial statement on the sale of the car, the exercise of the right of purchase, terminator document - in pdf or, failing that, in printed format. The assignment agreement according to the Debtor as owner.

The assignment notice sent by the Debtor, as opposed to the notice sent by the Applicant and with a document not signed by the Debtor, not on January 16, 2019, but February 2019

Dated the 26th day. The latter contract included the signature of the Debtor and the transfer of data contract as a legal basis under Article 6 (1) (b) of the General Data Protection Regulation referred to the fulfillment of. The assignment notice concerns the processing of personal data refer to the website of the Debtor or [...] for further information.

Loan Agreement [...] contained the Applicant's name, mother's name, place of birth and time, ID card number, address, details of the terms of the loan, vehicle type, chassis number, engine number, registration number or purchase price.

The Debtor also sent a written letter to the Applicant regarding the handling of his personal data a copy of the information. In this dated February 15, 2019 - also by the Debtor not signed - in the letter the Debtor referred to it as the legal basis of the data processing - the

4

in addition to a contract of assignment - that its statutory obligation is due or has expired recovery of his claim. According to this information, the personal data of the Applicant

The legal basis for the registration is Article 6 (1) (f) of the General Data Protection Regulation
data processing necessary to enforce a legitimate interest, in which case the general data protection
pursuant to Article 17 (3) (e) of the Regulation, the data subject shall not be entitled to object to the processing
the right to protest or request the deletion of data, as data processing is a legal requirement
necessary for the submission, validation or protection of

In order to substantiate the legitimate interest of the Debtor, he sent two balancing tests to the Authority.

For one, the name of the data management is: "Individual contact details as personal
data management - conclusion of the financing agreement and the financing agreement
for the purpose of direct contact and communication with the data subject. " THE

Name of data processing according to another balancing test: "The data subject (landline
and mobile) as personal data in claims management - the

for the purpose of direct contact and communication with the data subject. " The two balancing tests
however, it does not contain any information about the data management of the present case, that the Debtor
forwarded the Applicant's personal data to [...].

However, contrary to the reply written to the Applicant, it was sent to the Authority by the Debtor
documents indicating the purpose and legal basis for the processing of the Applicant's personal data
currently or at the date of the Debtor's previous statement, March 25, 2019.

in many cases under Article 6 (1) (c) of the General Data Protection Regulation
the legal basis of the legal obligation as follows:

The Applicant

personal

data

Private person

customer ID

Full name

Birth name

Place of birth

Birth

Time

His mother's name

Personal

identifier

document

number and type

Data management

its goal

THE

obligation

fulfillment

in order to

THE

obligation

fulfillment

in order to

THE

obligation

fulfillment

in order to

THE

obligation

fulfillment

in order to

THE

obligation

fulfillment

in order to

THE

obligation

fulfillment

in order to

THE

obligation

fulfillment

in order to

Data management

legal basis

yogi

Legal obligation

fulfillment

yogi

Legal obligation

fulfillment

yogi

Legal obligation

fulfillment

yogi

Legal obligation

fulfillment

yogi

Legal obligation

fulfillment

yogi

Legal obligation

fulfillment

yogi

Legal obligation

fulfillment

Data processing legislation (s)

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

5

Proof of address

card number

Leaders

license number

No

Marital status

Highest

school

education

Common

in the household

number of inhabitants

THE

yogi

obligation

fulfillment

in order to

THE

risks

as accurate as possible

survey

and

continuous

with attention

escort and

prudential

specifications

compliance

THE

risks

as accurate as possible

survey

and

continuous

with attention

escort and

prudential

specifications

compliance

THE

risks

as accurate as possible

survey

and

continuous

with attention

escort and

prudential

specifications

compliance with

the

equal treatment

exception to the principle of subsidiarity

rules

creation

THE

yogi

obligation

fulfillment

in order to

Legal obligation

fulfillment

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

General privacy policy

Article 6 (1) of the Regulation

paragraph 21, point (f),.

Article 1 (1)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

Legitimate interest

General privacy policy

Article 6 (1) of the Regulation

paragraph 21, point (f),.

Article 1 (1)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

Legitimate interest

General privacy policy

Article 6 (1) of the Regulation

paragraph 21, point (f),.

Article 1 (1)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

Legal obligation

fulfillment

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

Legitimate interest

General privacy policy

Article 6 (1) of the Regulation

paragraph 21, point (f),.

Article 1 (1)

2/2014

and

6/2013

Civil

legal unity

decision, Hpt. 85.

§ (1) - (2)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

THE

risks

as accurate as possible

survey

and

continuous

with attention

escort and

prudential

specifications

compliance with

the

equal treatment

exception to the principle of subsidiarity

rules

creation

Legitimate interest

6

Nationality

THE

yogi

obligation

fulfillment

in order to

THE

yogi

obligation

fulfillment

in order to

Legal obligation

fulfillment

Mailing address

THE

yogi

obligation

fulfillment

in order to

Legal obligation

fulfillment

General privacy policy

Article 6 (1) of the Regulation

Paragraph 21 (c).

Article 1 (1)

Mobile phone

m

With the customer

direct

and

fast

communication, the

with the customer and the

business administration

related

tasks

implementation,

then non-payment

in the case of payment

and

legal consequence

about them

is

information,

the

receivables management,

and

the

vehicle

from circulation

withdrawal

during the process

with the data subject

direct

contact

THE

yogi

obligation

fulfillment

in order to

Legitimate interest

General privacy policy

Article 6 (1) of the Regulation

paragraph 21, point (f),.

Article 1 (1)

Legal obligation

fulfillment

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

Permanent address

Name of workplace

Legal obligation

fulfillment

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

Hpt. Section 85 (1) - (2)

paragraph,

the

judicial

implementation

1994

LIII. Act (a

in the following:

Vht.), Pmt. § 56

Paragraph 2, 57.

§

(2) - (3)

§ 58

Paragraph 1

Hpt. Section 85 (1) - (2)

paragraph,

Vht.,

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

the

central

credit information

on the system

2011 CXXII.

law

(the

in the following:

KHR),

MNB

Regulation (a)

in the following:

MNB Decree) 5.

§, Hpt. Section 85 (1) (2)

paragraph,

7

Work title

THE

yogi

obligation

fulfillment

in order to

Legal obligation

fulfillment

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

Workplace

telephones

availability

THE

yogi

obligation

fulfillment

in order to

Legal obligation

fulfillment

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

Post

THE

yogi

obligation

fulfillment

in order to

Legal obligation

fulfillment

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

Date of entry

THE

yogi

obligation

fulfillment

in order to

Legal obligation

fulfillment

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

Monthly

net

certified

income

THE

yogi

obligation

fulfillment

in order to

Legal obligation

fulfillment

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

Income

type

THE

yogi

obligation

fulfillment

in order to

Legal obligation

fulfillment

General privacy policy

Article 6 (1) of the Regulation

Paragraph 17 (c).

Article 3 (3) (e)

Vht., Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

KHR,

MNB

§ 5 of the Decree, Hpt.

85.

§

(1) - (2)

paragraph,

Vht.,

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

KHR,

MNB

§ 5 of the Decree, Pmt.

56.

§

(2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

the

central

credit information

on the system

2011 CXXII.

law,

MNB

§ 5 of the Decree, Hpt.

85.

§

(1) - (2)

paragraph,

Vht.,

Pmt. Section 56 (2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

KHR,

MNB

§ 5 of the Decree, Pmt.

56.

§

(2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

KHR,

MNB

§ 5 of the Decree, Pmt.

56.

§

(2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

KHR,

MNB

§ 5 of the Decree, Pmt.

56.

§

(2)

paragraph 57

Paragraphs 2 to 3,

Section 58 (1)

II. Applicable legal provisions

According to Article 2 (1) of the General Data Protection Regulation, the General Data Protection Regulation

shall apply to the processing of personal data in a partially or fully automated manner,

and the non - automated processing of personal data which:

are part of a registration system or are part of a registration system

they want to do.

8

Infotv. Pursuant to Section 2 (2), the general data protection decree is indicated therein

shall apply with the additions provided for in

Infotv. Pursuant to Section 60 (1), the enforcement of the right to the protection of personal data

the Authority shall, at the request of the data subject, initiate a data protection authority procedure.

Infotv. Pursuant to Section 60 (2), to initiate official data protection proceedings

Article 77 (1) of the General Data Protection Regulation and the Infotv. § 22 b)

may be submitted in the case specified in

Unless otherwise provided in the General Data Protection Regulation, data protection was initiated upon request for official proceedings under Ákr. shall apply with the exceptions specified in the Information Act.

Pursuant to Article 99 (2) of the General Data Protection Regulation, the General Data Protection Regulation It shall apply from 25 May 2018.

Under Article 5 (1) (b) of the General Data Protection Regulation: 'Personal data shall:

(b) collected for specified, explicit and legitimate purposes and not processed

in a way incompatible with those objectives; not in accordance with Article 89 (1)

considered incompatible with the original purpose for the purpose of archiving in the public interest, scientific and further processing for historical research or statistical purposes ("purpose limitation"). "

According to Article 5 (2) of the General Data Protection Regulation: "2. The controller shall be responsible for shall be able to demonstrate such compliance

("Accountability"). "

According to Article 6 (1) (a), (b) (c) and (f) of the General Data Protection Regulation:

the processing of data is lawful only if and to the extent that at least one of the following applies fulfilled:

(a) the data subject has given his or her consent to the processing of his or her personal data for one or more specific purposes

treatment;

(b) processing is necessary for the performance of a contract to which one of the parties is a party; or to take steps at the request of the data subject before concluding the contract

required;

(c) processing is necessary for compliance with a legal obligation to which the controller is subject;

(f) processing for the legitimate interests of the controller or of a third party

necessary, unless the interests of the data subject take precedence over those interests

or fundamental rights and freedoms which call for the protection of personal data,

especially if the child concerned. "

Under Article 21 (1) and (4) of the General Data Protection Regulation:

to protest at any time, on grounds relating to his situation, the protection of his personal data pursuant to Article 6 (1).

based on those provisions, including those provisions

based profiling. In this case, the data controller may not process the personal data

unless the controller demonstrates that the processing is justified by compelling legitimate reasons.

justified by the interests, rights and freedoms of the data subject

or to bring, assert or defend legal claims

are related.

[...]

4. The right referred to in paragraphs 1 and 2 shall be established at the latest at the time of the first contact with the data

subject

it must be explicitly brought to its attention and the information provided clearly and

shall be shown separately from all other information. "

9

According to Article 58 (2) of the General Data Protection Regulation: "The supervisory authority shall be corrective

acting under the authority of:

(a) warn the controller or processor that certain data processing operations are planned

its activities are likely to infringe the provisions of this Regulation;

(b) condemn the controller or the processor if he or she has breached his or her data processing activities

the provisions of this Regulation;

(c) instruct the controller or processor to comply with the conditions laid down in this Regulation

request for the exercise of his rights;

(d) instruct the controller or processor to carry out its data processing operations, where applicable

in a specified manner and within a specified period, in accordance with the provisions of this Regulation;

(e) instruct the controller to inform the data subject of the data protection incident;

(f) temporarily or permanently restrict the processing, including the prohibition of the processing;

(g) order personal data in accordance with Articles 16, 17 and 18 respectively
rectification or erasure of data and restrictions on data processing, as well as Article 17 (2)
shall notify the addressees with whom it is addressed in accordance with paragraph 1 and Article 19
or with whom personal data have been communicated;

(h) withdraw a certificate or instruct a certification body in accordance with Articles 42 and 43
revoke a certificate issued by the. or instruct the certification body not to issue the
a certificate if the conditions for certification are not or are no longer met;

(i) impose an administrative fine in accordance with Article 83, depending on the circumstances of the case
in addition to or instead of the measures referred to in this paragraph; and

(j) order the flow of data to a recipient in a third country or to an international organization
suspension. "

Pursuant to Article 83 (1) to (2) and (5) (a) to (b) of the General Data Protection Regulation:

"1. Each supervisory authority shall ensure that the measures referred to in paragraphs 4, 5 and 6
administrative fines imposed pursuant to this Article in each case for breach of
be effective, proportionate and dissuasive.

2. Administrative fines shall be imposed in accordance with Article 58 (2), depending on the circumstances of the case

It shall be imposed in addition to or instead of the measures referred to in points (a) to (h) and (j). When deciding
whether it is necessary to impose an administrative fine or the amount of the administrative fine

In each case, due account shall be taken of the following:

(a) the nature, gravity and duration of the breach, taking into account the processing in question

the nature, scope or purpose of the infringement and the number of persons affected by and affected by the infringement
the extent of the damage suffered;

(b) the intentional or negligent nature of the infringement;

(c) the mitigation of damage caused to the data subject by the controller or the processor

any measures taken to

(d) the extent of the responsibility of the controller or processor, taking into account the

and the technical and organizational measures taken pursuant to Article 32;

(e) relevant infringements previously committed by the controller or processor;

(f) the supervisory authority to remedy the breach and the possible negative effects of the breach

the degree of cooperation to alleviate

(g) the categories of personal data concerned by the breach;

(h) the manner in which the supervisory authority became aware of the infringement, in particular that:

whether the breach was reported by the controller or processor and, if so, what

in detail;

(i) if previously against the controller or processor concerned, on the same subject matter

- has ordered one of the measures referred to in Article 58 (2), the person in question

compliance with measures;

10

(j) whether the controller or processor has kept itself approved in accordance with Article 40

codes of conduct or approved certification mechanisms in accordance with Article 42;

and

(k) other aggravating or mitigating factors relevant to the circumstances of the case, such as:

financial gain or avoidance as a direct or indirect consequence of the infringement

loss.

[...]

5. Infringements of the following provisions in accordance with paragraph 2 shall not exceed 20 000 000

With an administrative fine of EUR 1 million or, in the case of undertakings, the previous financial year in full

up to 4% of its annual worldwide turnover,

the higher amount shall be charged:

(a) the principles of data processing, including the conditions for consent, in accordance with Articles 5, 6, 7 and 9;

(b) the rights of data subjects under Articles 12 to 22. in accordance with Article

[...]”

Infotv. Pursuant to Section 5 (3): “In Section (1) (a), Section (2) (b)

and Article 6 (1) (c) and (e) of the General Data Protection Regulation

in the case of specified data management (hereinafter: mandatory data management), the data to be processed

types of data, the purpose and conditions of data processing, the familiarity of the data, the person of the data controller,

and the duration of the data processing or the need for periodic review of the data processing

by a decree-law or a municipal decree. ”

Infotv. 75 / A. §: “The Authority shall, in accordance with Article 83 (2) to (6) of the General Data Protection Regulation,

shall exercise the powers set out in paragraph 1, taking into account the principle of proportionality, in particular:

by the law on the processing of personal data or by the European Union

in the event of a first breach of the requirements laid down in a mandatory act of the

in accordance with Article 58 of the General Data Protection Regulation

take action by alerting the controller or processor. ”

The Civil Code. 6: 193. § (1) The creditor may transfer his claim against the debtor to another person.

(2) In order to acquire a claim by transfer, the contract of assignment or other

title and assignment of the claim is required. Assignment is the assignor and

the concessionaire's contract by which the assignee replaces the assignor.

(3) The assignment transfers to the assignee the lien securing the claim and

rights arising from the guarantee as well as the claim for interest. ”

The Civil Code. 6: 196. §: “The assignor is obliged to assign the claim

provide the information necessary for the enforcement of the claim and is obliged to hold the claim

proof of existence to the transferor. ”

A Hpt. According to Section 85 (1) - (2): “(1) A credit institution shall regularly evaluate and rate its assets

(invested financial assets, receivables, securities and cash and inventories)

obligations and other placements.

2. A credit institution shall, in accordance with applicable law and normal banking practice:

shall make every effort to recover any debt due or due. '

A Hpt. Pursuant to Section 99 (1): "Before the credit institution decides on the placement

verify the existence and fair value of the required collateral, collateral and

enforceability. The documents on which the decision is based shall be annexed to the contract relating to the transaction and

attached to the discounted bill of exchange. "

11

A Hpt. Pursuant to Section 161 (1) (c): "Bank secrecy may be disclosed to a third party only if

if the financial institution has an interest in selling its claim on the customer; or

necessary to enforce its overdue claim. "

A Hpt. Under Section 258 (1): "A financial institution for business-like activities

Hungarian accounting - Hungarian accounting legislation

in a manner suitable for both supervisory and central bank control. "

A Pmt. Pursuant to Section 6 (1): "The service provider is obliged to apply customer due diligence

(a) when establishing the business relationship;

b) transaction orders in the amount of three million to six hundred thousand forints or more

fulfillment;

c) in the case of a merchant of goods, the amount of transactions equal to or exceeding HUF 2 million to five hundred

thousand

when executing an order in cash;

d) in the amount exceeding three hundred thousand forints, as defined in Article 3 (9) of the Decree

when executing a transaction order that qualifies as a money transfer;

(e) in the case of a non-gambling betting operator, remote gambling

six hundred thousand in the case of non-communication, non-communicative devices and systems

payment of prizes amounting to or exceeding HUF, not qualifying as remote gambling,

in the case of a reception organized by means of a communication device and system, the amount of HUF 6,000 thousand or

when making a payment in excess of the player's balance;

(f) the occurrence of data, facts or circumstances indicating money laundering or terrorist financing

if the screening as set out in points (a) to (e) has not yet taken place;

(g) if the accuracy or adequacy of previously recorded customer identification data

there is doubt about it. "

A Pmt. Pursuant to Section 7 (1) and Section 2 (a): "The service provider is obliged to comply with Section 6 (1)

and in the case specified in Section 21 (1), the customer, its

identify the agent, the holder and the representative

to verify his identity.

(2) The service provider shall record the following data during the identification:

(a) a natural person

aa) surname and first name,

ab) surname and first name at birth,

(c) his nationality,

(ad) place and date of birth,

ae) mother's birth name,

(af) his address or, failing that, his place of residence,

(ag) the type and number of its identification document. "

A Pmt. According to Section 56 (1) - (2): "In the performance of its duties under this Act, the service provider

assisting manager, assisting family member and employee § obligation

in the course of the performance of personal data obtained solely for the purpose of money laundering and terrorism

in order to carry out its tasks in order to prevent and deter the financing of

you can learn and manage them to the extent necessary to provide them.

(2) The service provider shall comply with Articles 7 to 11. § in the course of fulfilling the obligation set out in §

data from the termination of the business relationship or the execution of the transaction order

for a period of one year. "

A Pmt. Pursuant to Section 57 (2) - (3): "(2) The service provider - in the register kept by it - shall

7-11. § in the possession of the document or a copy thereof,

including the document obtained in the course of electronic identification, as well as the application and the

§ 34, § 34 and 35

12

a document certifying the suspension or a copy thereof, as well as any other business relationship

or a copy thereof from the termination of the business relationship, or

it shall retain it for eight years from the execution of the transaction order.

(3) The service provider specified in points (a) to (e) and (l) of Section 1 (1) shall

reaching or exceeding the value of three million to six hundred thousand forints in a specified register

It is also obliged to execute transaction orders executed in cash (in HUF or currency)

which information must be kept for eight years. "

A Pmt. According to Section 58 (1): "The service provider shall comply with Section 56 (2) and Section 57 (1) - (3).

By way of derogation from paragraph 5, the data and documents specified therein shall be subject to the supervision specified in Section 5

the financial intelligence unit, the investigating authority, the prosecution and the court

for the period specified in the request, up to the business relationship

for a period of ten years from the date of termination of the transaction or the execution of the transaction order. "

Pursuant to Section 5 of the MNB Decree: "(1) The income-related installment indicator

hereinafter referred to as JTM) is an indicator calculated in accordance with Annex 1, which is the amount of credit granted to the customer

monthly debt service and the quotient of its certified monthly net income

that in the case of debtors, the monthly debt service and certified monthly net of all debtors

his income is to be understood in aggregate.

2. The creditor shall provide the monthly debt service to all the customer, whether the customer's statement or the

based on a query of a credit information system to which the lender has connected or to which

member - after a known debt to the same or any other creditor

includes a regular monthly installment to be paid. If the customer is someone else

participates in a credit transaction as a debtor, the lender shall pay the monthly installment of that other loan

it shall be divided equally between each of the debtors and the amount of the monthly installment thus due to the customer

shall be treated by the customer as the monthly installment resulting from this other loan. Where the customer

has received a repayable grant from a domestic or EU budget, the lender is monthly

the resulting monthly installment is also included in the debt service.

(3) If a payment obligation is to be settled in foreign currency, the lender shall pay monthly payments

When calculating the debt service, the amount of the monthly installment shall be determined by the Magyar Nemzeti Bank on

a monthly basis

the official exchange rate published on the second working day preceding the calculation of the debt service

expressed in HUF.

(4) In the case of a loan combined with a home savings contract or a life insurance contract a

related payment obligation to the lender as a monthly installment only to the extent

calculates the extent to which these obligations cannot be waived by the customer

unilaterally regardless of the credit transaction.

(5) In the case of a loan combined with a life insurance contract, if the loan is repaid in full or in part

from the sum insured specified in the life insurance contract according to the credit agreement,

the lender pays the insurance premium to be paid by the customer in the case of monthly - non-monthly payment of premiums

the amount of the insurance premium for one month is added to the monthly debt service. If the insurance

the sum insured specified in the contract is higher to be repaid at a future date

the lender shall pay the insurance premium to be included in the monthly debt service in respect of the

amount and the sum insured specified in the contract.

(6) Fixing the repayment rate of foreign currency loans and residential real estate

in the case of a loan repaid at a rate fixed in accordance with the Act on the Order of Compulsory Sale

the lender to the monthly debt service for the month preceding the establishment of the debt service

the fixed part of the relevant monthly installment at a fixed exchange rate.

(7) If the interest rates and fees are variable but their future rates are based on the monthly debt service cannot be determined when determining the monthly debt service considers known interest and fees to be unchanged until the end of the term.

(8) If the lender is different for a limited period or amount, a discount charges interest and fees or delays the start of principal repayment, monthly

13

non-preferential interest rate applicable to the debt service at the time the debt service is established, calculates the monthly installment calculated on the basis of the fee and the principal repayment condition.

(9) State aid for housing loans for young people and families with many children and on the basis of the Government Decree on the interest rate subsidy for the creation of a home In the case of a loan, the lender enters the monthly debt service at the time of the establishment of the debt service. installment. "

III. Decision

In the present proceedings, the Authority shall issue a decision on 25 May 2018 regarding the data processing of the Debtor did not examine previous data processing and the processing of submitted requests from data subjects.

This is due to the application of the General Data Protection Regulation to these data processing took place before the starting date and are therefore subject to the rules of the General Data Protection Regulation are not applicable, so they are subject to the Authority's data protection authority proceedings no application may be made or, in the case of the data processing objected to, the general the Authority does not have the power to examine compliance with the provisions of the Data Protection Regulation in the context of this data protection authority procedure. In this regard, the Authority shall:

and the Applicant by performing the loan agreement No. [...] dated 26 November 2007

nor did it make any findings regarding the related data management. The Authority also has competence in its absence, it may not examine the issue of the validity or invalidity of the loan agreement, it therefore considered it valid in the absence of a court decision to the contrary.

III. 1. Transmission of personal data of the Applicant

According to the Debtor's statement, the legal basis for the transfer of the Applicant's personal data is the Civil Code. 6: 193. § of the Hpt. Section 161 (1) (c), Article 6 (1) (b) of the General Data Protection Regulation and the loan agreement concluded between him and [...] on 26 November 2007, and there was a legitimate interest within the meaning of Article 6 (1) (f) of the General Data Protection Regulation.

The Authority finds that Article 6 (1) (b) of the General Data Protection Regulation

The legal basis under this Regulation is only applicable if the processing is for the performance of a contract necessary in which one of the parties is concerned. Therefore, this plea cannot be extended

data processing to which the data subject is not a party, on the one hand, and certain pre-contractual

data processing for which the data subject fails to perform the contract

from the normal duty of cooperation of the Contracting Parties to remedy the situation

necessary steps to be taken. The performance of the contract may also include those a

steps when the data controller who concluded the contract with the data subject - that is, who is in the contract

the other party - in the event of a delay in performance, calls on the person concerned to perform. However, the general

no longer the contractual basis under Article 6 (1) (b) of the Data Protection Regulation

may be applied in the event that the controller is liable to the data subject for non-performance

assigns its claim to a debt collection company (ie the problem has already been

out of contract). Legal basis for the transfer in the context of a transfer

thus, only another claim, typically on the part of the assignor, against the customer

may have a legitimate interest in selling or enforcing an overdue claim.

According to the justification attached to the Civil Code, the transfer of claims is the same as the transfer of ownership

it is based on logic, so the assignment is in fact nothing more than a claim

transfer of ownership. The assignment separates the claim from the original legal relationship,

from which it is derived, and the assignee is solely the claim and not the fundamental relationship

replaces the assignor. By assigning the claim

separates from the fundamental relationship and the assignee becomes the holder of the claim, the
the concessionaire's enforcement and the related data management are no longer valid
in order to perform the contract from which the claim originally arose, since in this
In that case, the assignee would have to assert it not for his own benefit but for the benefit of the assignor
a claim acquired by assignment. With the assignment, if the consideration
the assignor's claim against the obligor is entirely contingent on the purchase price
or partially recouped. Sale of the assignor's claim on the customer
other third parties, such as a debt management company, and
the legitimate interest of the assignor and not the underlying
for the performance of the contract, as the claim becomes independent of the assignment
from the contract.

As he had transferred his claim against the Applicant by way of a Compulsory Assignment, and
inherent in the transfer of the Applicant's personal data to [...], the transfer of data

As stated above, its legal basis cannot be Article 6 (1) (b) of the General Data Protection Regulation
contractual legal basis. The Authority further notes that due to the details detailed above
legal basis for assignment is excluded not only in the present case but also in principle.

However, this does not necessarily mean that the Debtor had no legal basis a

Transfer of personal data of an applicant as permitted by law

and to enforce a lawfully transferred claim, and

there was a legitimate interest in the transfer of the personal data necessary for that purpose
in principle.

The Debtor relied on the Hpt. Section 161 (1)

paragraph c) and the Civil Code. 6: 193. § as well.

According to the Authority, Hpt. Section 161 (1) (c) shall not be considered personal

as a separate legal basis for the transfer of data, given that this legal provision

does not include mandatory data processing, but merely allows the financial institution to

issue a bank secret to a third party if you have an interest in claiming it from the customer to sell or enforce an overdue claim. However, this does not qualify a legal obligation that would create an independent legal basis, as Infotv. Section 5 (3) the law should also regulate the conditions for data processing. Instead a Hpt. Section 161 (1) (c) provides that the data controller is entitled to data processing based on a legitimate interest interest and the purpose of the data processing, for which the data controller needs also take further steps to weigh up the interests. Consequently, by the Debtor The legal provisions referred to do not constitute a transfer of the Applicant's personal data appropriate legal basis.

The Civil Code. Defendant referred to in 6: 193. § contains the concept of assignment, which is cannot be interpreted as a legal basis for the transfer of data. The Civil Code. 6: 196. However, according to § the assignor is obliged to have in his possession, proving the existence of the claim - the debtor is personal hand over the documents containing the data to the concessionaire. In the case of the Applicant, this means that the Debtor entered into a loan agreement with the Applicant on 26 November 2007 and in it was obliged to provide the personal data of the applicants provided to [...]. It must be emphasized however, that the Debtor to the Applicant is included only in this Loan Agreement personal data - name, mother's name, place and time of birth, identity card number, address, details of the terms of the loan, type of vehicle, chassis number, engine number, registration number, purchase price - you could transfer other personal data of [...]. however, not. A Hpt. In view of the findings written to Section 161 (1) (c), this In this case, it should be taken into account that the Civil Code. does not specify the details of data management. The Civil Code.

6: 196. § does not allow for the transfer of documents - and the personal data contained therein -

15

but it appears as an obligation, so the legislator is declaring a legitimate interest

He also acknowledged the need for the transfer of data and documents.

The data subject invoked Article 6 (1) of the General Data Protection Regulation as the legal basis for the transfer.

the legal basis of a legitimate interest under paragraph 1 (f). This is supported by two balances of interest

sent a test, which, however, is not personal data related to the transfer of claims

but for contact and contact data management purposes.

It follows that, although the Debtor also relied on the legal basis of the legitimate interest, in support of it

did not carry out a balance of interests, did not specify the purpose of the data transfer, the data subject

personal data, the extent to which the transfer of personal data is necessary. THE

Debtor did not compare the interest that can be realized through its own data management and data transfer

the rights and interests of the data subject and the Applicant, did not carry out a weighting between them and

priority over the rights and interests of the data subjects and the Applicant.

In particular, the Debtor has not proved that in the specific case of the Applicant the

the transfer of data is actually necessary for the protection of the personal data of the Applicant

proportionate to its interests and fundamental rights and freedoms.

Based on the principle of accountability, data controllers must do so throughout the data processing process

implement data management operations to be able to comply with data protection rules

to demonstrate compliance. The principle of accountability, so not just in general, at the process level

interpretable, all specific data processing activities, the personal data of a specific data subject

also applies to the management of

The data controller is responsible for the lawfulness of the data processing carried out by him. The general privacy policy

due to the nature of the legal basis under Article 6 (1) (f)

whoever invokes this plea must be able to indicate precisely that it is a specific personal data

which legitimate interest of the controller is justified and why it is necessary in view of that interest

the data processing must also be able to prove and prove that the data subject has priority

legitimate interest in the protection of personal data.

In the present case, as a legal basis for data processing and the transfer of the Applicant's personal data

the legal basis indicated and the need for the transfer of data on the basis of it is in the interest of the Applicant

in the absence of a verifiable comparison, the Debtor did not comply with the general data protection regulation

The principle of accountability under Article 5 (2).

In view of the fact that the Debtor did not compare the personal data of the Applicant in a verifiable manner

the interests of the Applicant, the Authority found of its own motion that the

that the Debtor has not fulfilled any additional obligations necessary for the lawfulness of the data transfer

in particular, the Applicant was not informed by the General Data Protection Regulation

On the right to object under Article 21 (4). This is especially significant because it is

Pursuant to Article 21 (1) of the General Data Protection Regulation, the Applicant may object at any time

based on Article 6 (1) (f) of the General Data Protection Regulation

whose right, however, can only be exercised in the knowledge of the appropriate information. This

In this case, the outcome of the protest is not automatic but from the process of weighing the interests

depends on the request, the data controller is obliged to prove that with the rights and freedoms of the data subject

other overriding legitimate interests on his side take precedence.

According to Article 21 (4) of the General Data Protection Regulation, the controller is obliged to the data subject

draw their attention to their right to protest at the latest at the latest

at the time of contact and information on this clearly and everything else

should be displayed separately from the information.

16

In view of the fact that the Debtor in the assignment notice sent to the Applicant as

at the first contact regarding the transfer of data, the Applicant did not call

his right to protest and did not provide information on it

clearly and separately from all other information, the Debtor has not complied with the general

Article 21 (4) of the Data Protection Regulation.

III. 2. Legal basis for the processing of the Applicant's personal data

In connection with the transfer of the Applicant's personal data to [...]

examined the personal data of the Applicant after the transfer of this personal data

on what legal basis the Debtor continues to store.

According to the document provided by the Debtor to the Authority, the Debtor is the Applicant

full name, birth name, mother's name, place and date of birth, identity card number,

permanent address, vehicle registration number, mailing address, mobile phone number, workplace telephone number

has forwarded its contact details to [...], however, the Applicant has provided additional information on this and other

The Debtor still processes his personal data for a number of data processing purposes and on a legal basis.

Private customer identifier managed by the Debtor for the purpose of fulfilling a legal obligation, complete

name, birth name, place of birth, date of birth, mother's name, personal identification document

number and type, address card number, highest level of education, nationality,

permanent address, mailing address, workplace name, workplace address, workplace by telephone

availability, position, date of entry, monthly net proven income, type of income applicants

personal data of the Debtor as described in point I of the explanatory memorandum to this decision

General Data Protection Decree, Pmt., Hpt., Vht., KHR, MNB Decree, and 2/2014. and

a 6/2013. on the basis of the Civil Unity Resolution no.

In the Authority 's view, for the following reasons, only

Article 6 (1) (c) of the General Data Protection Regulation and the related Pmt.

provisions constitute the legal basis for data management or storage.

The Debtor is a Pmt. With regard to Section 56 (1) - (2), the legal relationship of the loan contract

is obliged to keep the Pmt. for eight years from the termination of the Pmt. Section 7 (1)

the personal data of the Applicant processed for the purpose of customer due diligence - or the

documents: ie surname and forename, surname and forename at birth, nationality,

place and date of birth, mother 's birth name, address or, failing that, place of residence, or

the type and number of your identification document. So Pmt. in accordance with the provisions of

The data subject's registration of this personal data of the Applicant is not from a data protection point of view objectionable.

Additional personal data stored by the Applicant as a higher education institution

education, job title, address, telephone contact, position, date of entry,
monthly proven net income or type of income, registration number of your vehicle, chassis number,
engine number or pedigree number for the processing of personal data neither in the Pmt
the Debtor is not entitled on the basis of the legal acts and legal provisions referred to as the legal basis.

Article 17 (3) (e) of the General Data Protection Regulation provides that
in the case of data processing for the submission and enforcement of legal claims, or
personal data necessary for the protection of the data subject may not be deleted at the request of the data subject.
Article 21 (1) of the General Data Protection Regulation also does not constitute data processing
legal basis, as it provides for the right of the data subject to object.

17

A Hpt. nor do the provisions referred to in Article 1 constitute a legal basis for the processing of personal data, since
those credit institutions 'asset ratings and risk limits and transaction
rules.

A 2/2014. and 6/2013. Civil Unity Resolution No. 1 also does not provide a legal basis for personal
data management. Unity decisions are a means of ensuring uniform application of the law,
which are binding on the courts but do not create a legal obligation to provide personal data
treatment. Data management that fulfills a legal obligation on the controller
it arises from the necessary legislation determining the legal obligation, mainly from law. From this
therefore, unity decisions do not constitute legal bases. The Authority notes
and that the two decisions on legal unity referred to have no data protection implications
does not contain a finding.

Section 5 of the MNB Decree is not a legal basis for data processing either, as it is so-called income-proportionate
installment indicator.

KHR relied on it as a legal basis in relation to his personal data concerning the Applicant's place of work
nor does it constitute a legal basis, given that the processing of such personal data or
the transmission to the central credit information system is not provided for by law.

A Vht. as a court enforcement procedure is also not considered personal data of financial institutions as a legal basis for its management.

The number, gender and family of the Applicant's driving license refer to the legitimate interest of the Debtor status, number of people living in a common household, mobile phone number personal information. This is personal however, the need to process the data was not substantiated by any balancing of interests or otherwise document, so the Debtor is not entitled to process this personal data of the Applicant either.

In view of the above, the Authority finds that the Applicant is the assignee

personal data (full name, birth name, mother's name,

place and date of birth, identity card number, permanent address, vehicle registration number,

email address, mobile phone number, telephone contact at work)

in the absence of a data processing purpose and legal basis, the Applicant Pmt. considered not to be preserved by personal data, in breach of Article 6 (1) of the General Data Protection Regulation.

Following the assignment, the Debtor shall pay the Pmt. In view of the rules of the

surname and first name, birth surname and first name, citizenship, place of birth, time, mother

name of birth, address, if not available, place of residence or type of identification document

and your personal information and the documents containing them. However, the

The Applicant is obliged to use these documents and the personal data contained in the documents

may not perform any data processing operation other than custody, including any legal action

to other authorities arising from their obligations.

Therefore, in the absence of a suitable data processing legal basis for the Debtor after the assignment

must delete the Applicant's highest level of education, job title, address, telephone

availability, position, date of entry, monthly net certified income or

type, driving license number, sex, marital status, number of people living in a joint household,

mobile phone number personal information.

In view of the provisions of the assignment agreement available to the Authority, the Debtor

as the owner of the motor vehicle securing the loan agreement

data that do not qualify as personal data within the meaning of the General Data Protection Regulation data, so their processing has not been examined by the Authority.

III. 3. Partial rejection of the application

The Authority rejected the part of the application seeking the prohibition of the Debtor from to transfer the Applicant's personal data, as it cannot be prohibited in advance in general transfer of data because it is not possible to determine the purpose and legal basis for this. That's right their presentation to other authorities arising from possible legal obligations cannot be closed either Who.

Given that Annex III to the Decision Legal basis for the processing of personal data listed in point 2 Article 6 (1) (c) of the General Data Protection Regulation, and thus at the request of the Applicant nor may they be deleted in accordance with Article 17 (3) (b) of the General Data Protection Regulation.

Based on the above, Article 17 (3) (b) of the General Data Protection Regulation

The Authority partially rejects the part of the Applicant 's application to order the Obligated to delete personal data that is subject to mandatory data management.

ARC. Legal consequences

The Authority granted the Applicant's request in part and Article 58 of the General Data Protection Regulation (2) (b) convicts the Debtor for violating the general

Article 5 (2) and Article 6 (1) of the Data Protection Regulation. The Authority also ordered by the Applicant pursuant to Article 58 (2) (g) of the General Data Protection Regulation erasure of unlawfully stored personal data. The Authority also notes of its own motion that: the Debtor has infringed Article 21 (4) of the General Data Protection Regulation.

The Authority examined of its own motion whether a data protection fine against the Debtor was justified. imposition. In this context, the Authority shall comply with Article 83 (2) of the General Data Protection Regulation and Infotv. 75 / A. § considered all the circumstances of the case and found that the present

In the case of an infringement detected in the course of proceedings, the warning shall be neither proportionate nor dissuasive

sanction, it is therefore necessary to impose a fine. In imposing a fine, the Authority will:

factors were taken into account:

Infringements by the Debtor under Article 83 (5) (b) of the General Data Protection Regulation

shall be deemed to constitute an infringement falling within the higher category of fines.

In setting the fine, the Authority took into account the following circumstances:

- The Authority, when setting the amount of fines imposed, in addition to the specific deterrence objective it also took into account the general preventive purpose to be achieved with the fine, with which - the Debtor data protection for all market participants

to move its practice towards legality. The legitimate interest

existed as a non-binding legal basis in the interests of the controller

the rule applicable to the case, but the reference to the legitimate interest is precise

support is also required.

- The breach committed by the Debtor is intentional, resulting from a misinterpretation of the law the result of improper data management practices.

- The duration of the infringement is 14 November 2018, the assignment agreement has been in existence for a longer period since its inception.

19

- To convict the Debtor for violating the General Data Protection Regulation did not take place.

In view of the above, and in view of the fact that based on the Debtor's income statement for 2018, the its pre-tax profit was approximately HUF 7 million, the data protection fine imposed is symbolic and does not exceed the maximum fine that may be imposed.

Based on the above, the Authority has decided in accordance with the operative part.

V. Other issues:

The powers of the Authority shall be exercised in accordance with Infotv. Section 38 (2) and (2a) determine the jurisdiction of the country

covers the whole territory.

The decision is based on Ákr. 80-81. § and Infotv. It is based on Section 61 (1). The decision is based on Ákr. § 82
Shall become final upon its communication pursuant to paragraph 1. The Ákr. § 112 and § 116 (1),
or pursuant to Section 114 (1), there is an administrative action against the decision
redress.

The Ákr. Pursuant to Section 135 (1) (a), the debtor is entitled to the statutory interest rate
is obliged to pay a late payment allowance if it fails to meet its payment obligation on time.

The Civil Code. 6:48. § (1), in the case of a debt owed, the debtor is in arrears
valid on the first day of the calendar half-year affected by the delay
shall pay default interest at the same rate as the basic interest.

The rules of administrative litigation are laid down in Act I of 2017 on the Procedure of Administrative Litigation (a
hereinafter: Kp.). A Kp. Pursuant to Section 12 (2) (a) by decision of the Authority

The administrative lawsuit against the court falls within the jurisdiction of the court Section 13 (11)
the Metropolitan Court has exclusive jurisdiction. 2016 on Civil Procedure

CXXX. Act (hereinafter: Pp.) - the Kp. Applicable pursuant to Section 26 (1) - Section 72 provides for legal representation in a
case falling within the jurisdiction of the Tribunal. A Kp. Section 39 (6)
unless otherwise provided by law, the date of filing of the application
has no suspensory effect on the entry into force of an administrative act.

A Kp. Section 29 (1) and with this regard Pp. Applicable in accordance with § 604, electronic

CCXXII of 2015 on the general rules of public administration and trust services. Act (a
hereinafter referred to as the Customer's legal representative pursuant to Section 9 (1) (b) of the E-Administration Act
obliged to communicate electronically.

The time and place of the submission of the application is Section 39 (1). The trial

Information on the possibility of requesting the maintenance of the It is based on § 77 (1) - (2). THE

the amount of the fee for an administrative lawsuit in accordance with Act XCIII of 1990 on Fees. Act (hereinafter:

ltv.) 45 / A. § (1). From the advance payment of the fee, the Itv. Section 59 (1)

and Section 62 (1) (h) shall release the party initiating the proceedings.

If the Debtor fails to duly prove the fulfillment of the prescribed obligation, the Authority shall

considers that it has failed to fulfill its obligations within the prescribed period. The Ákr. According to § 132, if the Debtor

has not complied with an obligation contained in the final decision of the authority, it shall be enforceable. The Authority

20

decision of the Ákr. Pursuant to Section 82 (1), it becomes final with the communication. The Ákr. Section 133

enforcement, unless otherwise provided by law or government decree

ordering authority. The Ákr. Section 134 of the Enforcement - if law, government decree

or in the case of a municipal authority, the decree of the local government does not provide otherwise - the

carried out by a state tax authority. Infotv. Pursuant to Section 61 (7) in the decision of the Authority

to perform a specific act, conduct or tolerate a specific act

the Authority shall enforce the decision in respect of the standstill obligation

implements.

Budapest, June 26, 2019

Dr. Attila Péterfalvi

President

c. professor