

In the matter of the General Data Protection Regulation

DPC Complaint Reference: [REDACTED]

IMI Complaint Reference Number: [REDACTED]

In the matter of a complaint, lodged by [REDACTED] with the Norwegian Data Protection Authority pursuant to Article 77 of the General Data Protection Regulation, concerning Google Ireland Limited

Record of Amicable Resolution of the complaint and its consequent withdrawal pursuant to Section 109(3) of the Data Protection Act, 2018

Further to the requirements of EDPB Guidelines 06/2022 on the practical implementation of amicable settlements Version 2.0 (adopted on 12 May 2022)

**RECORD OF AMICABLE RESOLUTION FOR THE  
PURPOSE OF EDPB GUIDELINES 06/2022 ON THE  
PRACTICAL IMPLEMENTATION OF AMICABLE  
SETTLEMENTS VERSION 2.0, ADOPTED 12 MAY 2022**

**Dated** the 21st day of October 2022



Data Protection Commission  
21 Fitzwilliam Square South  
Dublin 2, Ireland

## **Background**

1. On 11 August 2020, [REDACTED] (“the **Data Subject**”) lodged a complaint pursuant to Article 77 GDPR with the Norwegian Data Protection Authority (“the **Recipient SA**”) concerning Google Ireland Limited (“the **Respondent**”).
2. In circumstances where the Data Protection Commission (“the **DPC**”) was deemed to be the competent authority for the purpose of Article 56(1) GDPR, the Recipient SA transferred the complaint to the DPC on 28 December 2020.

## **The Complaint**

3. The details of the complaint were as follows:
  - a. The Data Subject received a SMS notification on 09 May 2020 that their Google account had been deactivated. The Data Subject subsequently submitted an access request to the Respondent on 23 August 2020, requesting access to their personal data.
  - b. The Data Subject was not satisfied with the response received from the Respondent.

## **Action taken by the DPC**

4. The DPC, pursuant to Section 109(4) of the Data Protection Act, 2018 (“the **2018 Act**”), is required, as a preliminary matter, to assess the likelihood of the parties to the complaint reaching, within a reasonable time, an amicable resolution of the subject-matter of the complaint. Where the DPC considers that there is a reasonable likelihood of such an amicable resolution being concluded between the parties, it is empowered, by Section 109(2) of the 2018 Act, to take such steps, as it considers appropriate to arrange or facilitate such an amicable resolution.
5. Following a preliminary examination of the material referred to it by the Recipient SA, the DPC considered that there was a reasonable likelihood of the parties concerned reaching, within a reasonable time, an amicable resolution of the subject matter of the complaint. The DPC’s experience is that complaints of this nature are particularly suitable for amicable resolution in circumstances where there is an obvious solution to the dispute, if the respondent is willing to engage in the process. In this regard, the DPC had regard to:
  - a. The relationship between the Data Subject and Respondent being, in this case, an individual consumer and a service provider; and
  - b. The nature of the complaint (in this case, an unsuccessful attempt by the Data Subject to exercise his/her data subject rights).
6. While not relevant to the assessment that the DPC is required to carry out pursuant to Section 109(4) of the 2018 Act, the DPC also had regard to EDPB Guidelines 06/2022 on the practical

implementation of amicable settlements Version 2.0, adopted on 12 May 2022 (“**Document 06/2022**”), and considered that:

- a. the possible conclusion of the complaint by way of amicable resolution would not hamper the ability of the supervisory authorities to maintain the high level of protection that the GDPR seeks to create; and that
- b. such a conclusion, in this case, would likely carry advantages for the Data Subject, whose rights under the GDPR would be vindicated swiftly, as well as for the controller, who would be provided the opportunity to bring its behaviour into compliance with the GDPR.

### **Amicable Resolution**

7. The DPC engaged with both the Data Subject (via the Recipient SA) and Respondent in relation to the subject matter of the complaint. Further to that engagement, it was established that the Data Subject’s account had been disabled due to an alleged severe violation of the Respondent’s Terms of Service in respect of Google Drive. In the circumstances, the Respondent agreed to take the following action:
  - a. The Respondent confirmed to the DPC that the Data Subject’s account had been disabled as a result of a severe violation of its Terms of Service and that, as such, it could not provide the Data Subject with access to their personal data in this instance.
8. On 28 December 2020, the DPC received the complaint from the Recipient SA. The DPC engaged with the Recipient SA prior to commencing its handling of the complaint in order to confirm whether there had been any additional correspondence between the Data Subject and Respondent in relation to their access request. Once the DPC was satisfied that it had received all relevant complaint documentation from the Recipient SA it proceeded with its investigation of the Data Subject’s complaint.
9. On 31 March 2021, the DPC outlined the Data Subject’s complaint to the Respondent. The DPC noted that the Data Subject had attempted to download their data using the Respondent’s self-service tools, but had been unsuccessful. On 3 May 2021, the Respondent confirmed that the Data Subject’s account had been disabled as a result of a severe violation of its Terms of Service and that, as such, due to the nature of that violation, it could not provide the Data Subject with access to their personal data. The Respondent noted that, with regards to disabled accounts, depending on the nature of the violation it may still grant a user the right to download the data contained therein without re-enabling the account. However, the Respondent stated that given the unlawful content involved in this instance it could not provide the Data Subject with access to their personal data.
10. On 22 July 2021, the DPC wrote to the Data Subject via the Recipient SA, outlining the response of the Respondent to them. In its correspondence to the Data Subject, the DPC noted that it appeared that the remaining aspects of their complaint related solely to the manner in which the Respondent had enforced its terms and policies in respect of its service, an issue that does

not fall within the scope of the GDPR or the 2018 Act. In the circumstances, the DPC asked the Data Subject to notify it, within 2 months, if they were not satisfied with the outcome, so that the DPC could take further action. The DPC did not receive any further communication from the Data Subject and, accordingly, the complaint has been deemed to have been amicably resolved.

11. In circumstances where the subject-matter of the complaint has been amicably resolved, in full, the complaint, by virtue of Section 109(3) of the 2018 Act, is deemed to have been withdrawn by the Data Subject.

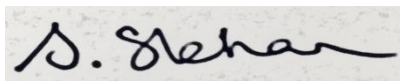
#### **Confirmation of Outcome**

12. For the purpose of Document 06/2022, the DPC confirms that:

- a. The complaint, in its entirety, has been amicably resolved between the parties concerned;
- b. The agreed resolution is such that the object of the complaint no longer exists; and
- c. Having consulted with the supervisory authorities concerned on the information set out above, as required by Document 06/2022, the DPC has now closed off its file in this matter.

13. If dissatisfied with the outcome recorded herein, the parties have the right to an effective remedy by way of an application for judicial review, by the Irish High Court, of the process applied by the DPC in the context of the within complaint.

Signed for and on behalf of the DPC:

A handwritten signature in black ink, appearing to read 'S. Skehan', on a light-colored background.

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**Sandra Skehan**  
**Deputy Commissioner**