

CODE OF CONDUCT

RESOLUTION OF DATA PROTECTION DISPUTES IN THE ELECTRONIC COMMUNICATIONS SECTOR

This translation is provided for information purposes only. In case of any discrepancy between the original Spanish version of this document and the English translation, the Spanish version shall prevail.



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01 | PREAMBLE

1.1. About the companies promoting this Code

The companies promoting this Code (hereinafter, the "Promoting Companies") are the following: **Orange Espagne, S.A.U., Orange España Virtual, S.L., Telefónica de España, S.A.U., Telefónica Móviles España, S.A.U., Vodafone España, S.A.U., Vodafone ONO, S.A.U., Xfera Móviles, S.A.U. Euskaltel, S.A.U., R Cable and Telecable Telecomunicaciones, S.A.U. and Pepemobile, S.L.**

These companies are amply representative of the electronic communications sector in the Spanish market due to both the share of the market which they represent and their long history in it. According to the latest data published by the National Markets and Competition Commission in September 2023, these companies accounted for 92% of mobile telephone lines and nearly 93% of retail fixed broadband lines in the Spanish market.

These companies, recognizing that globalization and the quickly evolving nature of technology in recent years pose a challenge to personal data protection, consider it appropriate to establish a mechanism for data subjects to effectively resolve any disputes that may arise in relation to processing activities within the framework of the services provided by the adhered entities.

This Code was therefore created at the initiative of the aforementioned companies with the aim of establishing a system for data protection dispute resolution in relation to contracts for the provision of electronic communications services. This system, which is quick and free of charge for data subjects, will allow solutions to be provided for the most common sector-specific complaints, detailed in Section 5, which also have the greatest impact on their privacy.

1.2. About this Code of Conduct

Article 38.2 of the Organic Law on the Protection of Personal Data and Guarantee of Digital Rights establishes that codes of conduct may be promoted by companies or groups of companies.

Article 40.2 of the General Data Protection Regulation establishes that codes of conduct will serve to specify the application of this Regulation, with regard to various matters, explicitly providing for the possibility of articulating out-of-court proceedings and other dispute resolution processes that allow for the resolution of complaints raised by citizens before those entities that process their data.

The challenges to regulatory compliance that emerge in a regulated sector like telecommunications are particularly complex. Not surprisingly, telecommunications operators receive a wide range of complaints or exercises of rights pertaining to data protection. This makes determining which solutions to provide exceptionally challenging.

An alternative dispute resolution system was created in 2018 for the telecommunications sector, making it possible to provide a response to the complaints filed with AUTOCONTROL through mediation in a quick and simple manner, free of charge for the data subject and within a maximum period of one month.

This system went into effect after AUTOCONTROL and the main groups of telecommunications operators in the market (Movistar, Orange, Vodafone and Másmóvil) signed the "Protocol for the private resolution of data protection disputes in the contracting and advertising of electronic communications services".

This Protocol, while meeting the objectives stated, did not include all of the specific elements laid out for Codes of Conduct in Articles 40 and 41 of the General Data Protection Regulation, nor in Guidelines 1/2019 of the European Data Protection Board. This has impelled the Operators to work on a voluntary accountability tool that allows for the out-of-court resolution of data protection complaints in a quick and simple way.

Adherence to this Code of Conduct, once approved by the supervisory authority, may be used by the adhering entities to demonstrate compliance with data protection obligations with regard to the matters covered by this Code of Conduct.

The Promoting Companies have decided to appoint the AUTOCONTROL Advertising Jury to act as a monitoring body for this Code of Conduct in accordance with the provisions of Articles 40 and 41 of the General Data Protection Regulation.

02 | REGULATORY FRAMEWORK

The legislation applicable to the Code of Conduct is that which regards data protection. In particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter, "GDPR"), Organic Law 3/2018 of 5 December on the protection of personal data and guarantee of digital rights (hereinafter, "LOPDGDD") and the General Telecommunications Law 11/2022 of 28 June. Guidelines 1/2019 of the European Data Protection Board on Codes of Conduct and Monitoring Bodies under Regulation (EU) 2016/679 and the Accreditation Criteria for code of conduct monitoring bodies of the Spanish Data Protection Agency have also been taken into account in the preparation of this Code.

03 | DEFINITIONS

The terms **"personal data"**, **"data subject"**, **" processing"**, **" controller"** and **"processor"** will be understood as defined in Article 4 of the GDPR.

Dispute or complaint	Any dispute between entities adhering to the Code and data subjects in connection with the processing of personal data within the scope of the Code.
Adhered entities	Those entities that adhere to this Code, which may be (i) the Promoting Companies indicated in Article 1.1 and (ii) any other entities in the telecommunications sector whose application for adherence has been accepted by the monitoring body.
Mediation Unit	Division of AUTOCONTROL in charge of the out-of-court resolution of conflicts between adhered entities and data subjects through mediation within the objective scope of this Code.
Mediation	Out-of-court dispute resolution system through which a complainant and the complained entity can reach an agreement through the Mediation Unit.
Monitoring Body	AUTOCONTROL's Advertising Jury, whose specific functions are described in Clause 11 of this Code of Conduct, without prejudice to those established in the applicable legal or code of ethics regulations.
Unsubstantiated requests for mediation	All those complaints received by AUTOCONTROL in which a formal defect, lack of documentation or need for clarification is detected, and for which the mediation process has not been initiated. Complaints in which the complainant has withdrawn prior to the commencement of mediation, either formally or due to the expiration of the deadlines without any communication or response from the complainant, will be considered unsubstantiated.
Substantiated mediation requests	All those complaints in which the mediation process has been initiated, regardless of whether they are resolved by means of a mediation agreement.
Credit information systems	Systems that allow the inclusion and consultation of data related to the non-compliance with monetary, financial or credit obligations of the data subjects.
Assignment of debt	Transfer of credit between different entities in accordance with the provisions of the Civil Code and the Commercial Code, with the subsequent communication of personal data to the new creditor entity.

04 | SUBJECTIVE SCOPE. ADHERED ENTITIES

- 4.1. The Promoting Companies commit to the obligations set forth in this Code, which will go into effect once the express declaration of adherence attached as **Annex 1** has been sent to the monitoring body and communicated to the Spanish Data Protection Agency.

The declaration will include, along with their contact details, the representative designated by the entity for the purpose of notifications related to the Code, the data protection officer and the representatives who will handle the communications made in the out-of-court dispute resolution proceedings.

The adhered entities will inform the monitoring body of any change to the details of their representatives and contact persons and of the appointment of a data protection officer if they had not appointed one at the time of adhering.

The Advertising Jury will keep the list of adhered entities updated, informing the Spanish Data Protection Agency of any modifications. This list will be accessible to the public and available on the [AUTOCONTROL website](#) (or its replacement).

- 4.2. For new entities in the electronic communications sector to adhere to the Code, they must submit the documentation in Annexes 1 and 3 of this Code to the monitoring body, along with a reasoned written request in which they undertake to comply with the obligations set forth in the Code. Once this has been done, the rest of the companies that are part of the Code will be notified so that, if they are against the aforementioned adherence, they may express their opinion within a maximum period of fifteen (15) working days from receipt of the notification. For calculation purposes, it will be understood that a company does not reject the adherence application of a new entity if it has not explicitly stated otherwise within the established term.

- 4.3. Applications for adherence will be deemed to have been rejected when 75% of the adhered entities have expressed their opposition. Each adhered entity will have one vote, except in those cases in which several entities form part of the same business group, for which purposes they will be counted as a single entity and will have only one vote in representation of their business group.

- 4.4. The monitoring body will contact the entity that has applied for adherence to inform it of the final decision.

05 | OBJECTIVE SCOPE

The Code regulates the procedure for the out-of-court resolution of disputes between adhered entities and data subjects in the data protection sphere.

Through this out-of-court dispute resolution procedure, complaints may be processed whose subject is the processing of personal data derived from or affecting any of the reasons or matters listed below:

- a) Processing of data without a legal basis resulting from the billing of undue amounts after the acceptance of the request to cancel the contracted service.
- b) Failure to respond in time or in general to the rights recognized in Articles 15 to 22 of the GDPR: access, rectification, erasure, restriction of processing, data portability, objection (excluding that which is related to processing for marketing purposes) and objection to a decision based solely on automated processing which produces legal effects on the data subject or significantly affects them in a similar way.
- c) Failure to comply with the principle of accuracy due to the failure to rectify or erase inaccurate data within the period required by the applicable regulations after becoming aware of its inaccuracy without the data subject having specifically exercised the right of rectification.
- d) Disclosure of data without a legal basis in the context of a debt assignment. For these purposes, it will be understood, by way of example but not limitation, that there is no legal basis for cases in which the data subject has paid the debt, or does not recognize it as their own, and subsequently assigns the alleged debt to a third party.
- e) Data processing carried out without a legal basis at the time of inclusion of data in subscriber directories or after the data subject has exercised the right to opt out of inclusion in directories with the operator.
- f) Processing of data without a legal basis arising from a contract or the performance of a transaction on behalf of the data subject without their authorization and with the processing of data that this entails. Cases of telephone line portability are included.
- g) Processing of data with no legal basis derived from the disclosure of data to common credit information systems by the operator, related to an uncertain, undetermined, non-existent, non-expired debt, or for which a complaint filed before a competent body (Secretary of State for Telecommunications and Digital Infrastructure -SETID-, Courts, Consumer Arbitration Boards) is in progress.
- h) Data processing carried out without a legal basis derived from improper consultation in common credit information systems.
- i) Erasure of data of deceased persons requested by persons who can prove they are related to the deceased, when required by current regulations.
- j) Lack of transparency and information on privacy matters to data subjects, including those related to possible international data transfers.

The Code will apply only to processing: 1) carried out in the context of the processing activities of adhered entities established in Spanish territory; or 2) affecting data subjects located in Spain, provided that the processing is related to the offering of goods or services to said data subjects in Spain, or to the monitoring of their behaviour in Spain within the objective scope set forth in this section.

06 | OBLIGATIONS OF ADHERED ENTITIES

By adhering to the Code, the adhered entities undertake to participate in the mediation process for complaints that users may submit regarding disputes within their objective scope.

At the request of AUTOCONTROL, the adhered entities undertake to annually submit the declaration of compliance referred to in Paragraph 12 of this Code.

07 | INTERVENTION BY AUTOCONTROL

AUTOCONTROL, at the request of the promoting companies, will manage the application of this Code and will be responsible for receiving adherence applications, publishing and updating the list of adhered entities and handling complaints, among other matters.

08 | OUT-OF-COURT DISPUTE RESOLUTION PROCEDURE INITIATED BY THE DATA SUBJECT BEFORE AUTOCONTROL

- 8.1. AUTOCONTROL has established an out-of-court resolution system for disputes between adhered entities and data subjects linked to data processing performed within the scope of their activity. Information about this system and the complaint form for data subjects will be available at [here](#) (or the website that replaces it). Complaints that are substantiated through this system will be processed through AUTOCONTROL's Mediation Unit in accordance with the provisions contained in this Code.

8.2.

When AUTOCONTROL receives a complaint made against an adhered entity through the channels established for this purpose, it will confirm that the following information is included in writing:

- a) Name and surname, address, telephone number (if provided by the data subject) and the complainant's national identity card number or equivalent personal identification document and, if applicable, the personal information of the representative, who must also provide proof of representation.
- b) E-mail address to which notifications may be sent, considering any notifications sent to that address valid from that moment on.
- c) Explanation of the facts that are the subject of the complaint.
- d) Documents supporting the facts depending on the specific reasons for the complaint. The required documentation will be as set forth in Annex 2 of this Code.

8.3.

AUTOCONTROL will not allow for the processing of complaints when:

- a) More than twelve (12) months have passed since the applicant became aware of the facts.¹
- b) They pertain to issues that have been resolved through a judicial or administrative proceeding.
- c) Their purpose is the payment of compensation or indemnification of any nature. When the same complaint contains both a request related to any of the grounds specified in the objective scope of the Code and a request for compensation or indemnification, AUTOCONTROL will inform the data subject that it is unable to process the request for compensation or indemnification and will continue processing the rest of the requests.

8.4.

If the complaint has a rectifiable defect, AUTOCONTROL will contact the applicant to rectify the complaints within ten (10) days. If not remedied within this period, AUTOCONTROL will dismiss the complaint. If, after reviewing the information provided by the applicant, the AUTOCONTROL Mediation Unit verifies that the request does not meet the necessary requirements to be processed through the mediation process, it will inform the applicant and transfer the information to the company against which the complaint was filed so that it is aware of the complaint and, if necessary, can deal with it through other channels.

8.5.

If the complaint meets the above requirements, AUTOCONTROL will admit the complaint and initiate the mediation procedure, transferring the complaint to the adhered entity. Once the mediation procedure has begun, the adhered entity will reply to AUTOCONTROL within a maximum period of fifteen (15) days, proposing the actions it considers pertinent for the mediation. The maximum duration of the procedure will be thirty (30) days, unless the operator makes a reasoned request to extend the term, which may be extended by seven (7) additional days. In no case may the mediation procedure be extended for a period of more than three (3) months. Extensions of more than 7 days will require the user's consent. AUTOCONTROL's Mediation Unit will encourage the parties to reach an agreement to resolve the dispute.

¹ In the event of continued infringement, the period of twelve (12) months will begin to count from the time the infringing conduct has ceased.

8.6.

If, at the end of the mediation process, the data subject, within a period not exceeding one (1) calendar month from its conclusion, expresses its dissatisfaction with the result (due to disagreement with the solution offered by the adhered entity or absence of solution or agreement), AUTOCONTROL, with the prior consent of the adhered entity, will refer the matter to the Jury, which will process the complaint in accordance with its Rules. The adhered entity will have a period of ten (10) calendar days from the date of notification by the Mediation Unit of the data subject dissatisfaction to confirm whether it wishes the complaint to be transferred to the Jury. No response from the adhered entity will be understood to mean no, not implying in any case the tacit acceptance of the transfer of the complaint. If this option is rejected by the adhered entity, AUTOCONTROL will terminate the procedure, making the appropriate communications.

8.7.

The proposals of the AUTOCONTROL Mediation Unit will not be binding. However, the agreement reached in mediation, as well as, if applicable, the final decisions of the Jury, will be binding for the adhered entities. The mediation agreements adopted will be communicated to the parties for their compliance within a term not exceeding one (1) month from their notification.

8.8.

Except in those cases in which the Code establishes the calculation of deadlines by calendar days, only working days will be considered for the calculation of deadlines established by days, with Saturdays, Sundays, and national, regional and local holidays corresponding to the city of Madrid being considered non-working days for these purposes. In proceedings before the Jury, in addition to the above periods, December 24 to 31 and the month of August will not be considered.

8.9.

Proceedings before AUTOCONTROL will be conducted in Spanish, using email as the means of communication.

8.10.

In all matters not provided for in this Code in relation to the resolution system regulated herein, the [Rules of the Advertising Jury](#) in a subsidiary manner.

09 OUT-OF-COURT DISPUTE RESOLUTION INITIATED AT THE REQUEST OF THE SPANISH DATA PROTECTION AGENCY

9.1. When complaints are filed directly and previously with the Spanish Data Protection Agency, the latter may refer them to the Mediation Unit, in its capacity as the body in charge of the out-of-court resolution of conflicts, as established in Article 65.4 of Organic Law 3/2018 of 5 December on Data Protection and guarantee of digital rights. In this case, the Mediation Unit will manage the complaint, following the general rules established in the previous section to initiate the procedure, without prejudice to the particularities below.

9.2. Once a complaint has been received from the Spanish Data Protection Agency, it will be verified that the following are included in writing:

- a) Name and surname, address, telephone number (if provided by the data subject) and, if applicable, the personal details of the representative, who must also provide proof of representation.
- b) E-mail address to which notifications may be sent, with any notification sent to that address being considered valid from that moment on.
- c) Explanation of the facts that are the subject of the complaint.
- d) Documents supporting the facts, depending on the specific reason.

The verification of the identity of the complainants and the content of the complaint carried out by the Spanish Data Protection Agency shall be considered valid. Notwithstanding the foregoing, within 72 hours of receipt of the complaint, if AUTOCONTROL considers that any of the above points are not met, it may propose to the Spanish Data Protection Agency to reject the complaint. This information will be provided to the adhered company so that it can record the unsubstantiated complaints managed by AUTOCONTROL.

9.3. If the complaint meets the above requirements and none of the scenarios described in Section 8.3 apply, it will be admitted for processing and the mediation procedure shall begin, transferring the complaint to the adhered entity via the specific channel that the Parties agree to when adhering to this Code. AUTOCONTROL will also create a specific account for the management of matters substantiated under this Code, which in no case will be the same as that used under other protocols or codes. Once the mediation procedure has begun, the adhered entity will reply to AUTOCONTROL within a maximum period of fifteen (15) days, proposing the actions it considers pertinent for the mediation. The maximum duration of the procedure will be twenty-seven (27) days. AUTOCONTROL's Mediation Unit will encourage the parties to reach an agreement to resolve the dispute, although the proposals of the Mediation Unit will not be binding at any time. The computations of these periods will be carried out in accordance with the provisions of Section 8.8 above.

9.4.

Once the mediation procedure has been completed, the Mediation Unit will inform the Spanish Data Protection Agency of the outcome and send it the information contained in the file.

10 | PROCEDURE CONFIDENTIALITY

The mediation procedure, as well as the agreement reached in the mediation process, if any, will be confidential.

The Jury's decisions will be made public by AUTOCONTROL. The adhered entity that is a party to the procedure will refrain from announcing the decision until it has been published by AUTOCONTROL.

The duty of confidentiality will not prevent AUTOCONTROL from fulfilling its duty of collaboration with public administrations, both administrative and judicial. In particular, it will not prevent it from responding to requests for information from the Spanish Data Protection Agency about:

- The existence of a mediation or Jury proceeding.
- The agreements reached in mediation.
- Statistical information with aggregated data on its mediation work.
- The decisions of the Advertising Jury.

The duty of confidentiality will not prevent adhered entities from providing documentation related to mediation in administrative or judicial proceedings to which they are a party.

11 | MONITORING BODY

Without prejudice to the functions and powers of the Spanish Data Protection Agency as the competent monitoring authority, the companies promoting this Code have designated the AUTOCONTROL Advertising Jury as the monitoring body.

Without prejudice to the powers provided for in the applicable regulations and in this Code, the monitoring body will have the following functions:

- a) Manage adherence applications.
- b) Maintain an updated list of adhered entities and communicate modifications to the Spanish Data Protection Agency.
- c) Manage the complaints received from data subjects included in the scope of application of this Code.
- d) Review the content of this Code periodically, adapting it and keeping it updated when there are changes in business activity or new legislative developments that may affect it.

The Jury will have a Secretariat made up of experts in data protection and the resolution of conflicts related to this matter, which will act under its direction with the following functions:

- a) To assist the Advertising Jury.
- b) To manage communications between adhered entities and the Advertising Jury.
- c) To prepare the activity reports provided for in this Code or those requested by the Advertising Jury.
- d) All those entrusted to it by the Advertising Jury and those provided for in the [Jury Rules](#).

Any discrepancies with the proceedings of the Jury Secretariat may be submitted to the Jury.

When the Jury declares a breach of the Code while resolving a complaint, the decision will be reasoned and contain all or some of the pronouncements provided for in its Regulations, such as:

- a) Statement of violation of the Code of Conduct.
- b) Request to cease the infringing activity.
- c) Request for correction.
- d) Publication of the decision through AUTOCONTROL's own media.
- e) Transfer of the file to the competent authorities.

12 | MONITORING MECHANISMS. COMPLIANCE REPORTS

Annually, the Secretariat of the Jury will prepare a statistical report for each adhered entity, including the relevant information about the activity generated by said entity and about the mediations and decisions of the Jury.

The Secretariat of the Jury will also prepare a collective annual statistical report, which it will provide to the Spanish Data Protection Agency.

Annually, at the request of AUTOCONTROL, the adhering entities will complete the declaration of compliance contained in Annex 3, which will be forwarded to the Secretariat of the Advertising Jury. If this declaration reveals any breach, the adhered entity will have two months to resolve it. If no resolution is reached, the sanctioning procedure referred to in Paragraph 16 of the Code will be initiated.

13 | REPORTING TO THE SPANISH DATA PROTECTION AGENCY

In compliance with the provisions of Article 41.4 of the GDPR, the Jury will inform the Spanish Data Protection Agency of the measures adopted and the reasons backing them.

AUTOCONTROL will prepare an annual collective statistical report based on the information provided by the Jury, which will be provided to the Spanish Data Protection Agency.

14 | ADVERTISING AND DISSEMINATION

AUTOCONTROL will publish this Code of Conduct in the [Code of Conduct](#) section of its website (or its replacement). The Code may be downloaded for free by any user.

Adhering entities will publish their status as adherents to the Code.

The Advertising Jury, through its Secretariat, will encourage adhered entities to:

- Make the Code of Conduct available on their website, in an easily accessible format and allow it to be downloaded for free.
- Promote the system regulated by this Code as an out-of-court dispute resolution mechanism, publishing and publicizing it in their respective business and institutional sectors as well as among the Spanish public and, especially, among their clients.
- Make explicit reference to this system in their informational clauses on data protection and disseminate it by those means they consider most effective (section of the web page where information is provided to consumers and users on the complaints channels, web pages, invoices, etc.), informing the Secretariat of the Jury of such means.

15 | VOLUNTARY WITHDRAWAL OF ADHERED ENTITIES

Adhered entities may withdraw from the Code of Conduct by notifying the Secretariat of the Advertising Jury in writing explicitly declaring their intention, at least two (2) months before the date on which they wish to withdraw. This notification must be signed by an authorized representative of the adhered entity.

Withdrawal will not affect the procedures in process on that date or which apply to events prior to the effective date of the withdrawal, which will continue until their completion, in accordance with the provisions of this Code. The entity must meet its financial commitments for the current year.

16 | SANCTIONING PROCEDURE

16.1. The Jury, in its capacity as monitoring body and with the support of its Secretariat, will be responsible, through the sanctioning procedure regulated in the following sections, for monitoring compliance with the rules established in this Code.

16.2. The sanctioning regime regulated in this Code is established without prejudice to the investigative and corrective powers granted to the Spanish Data Protection Agency by the GDPR, the LOPDGDD and other applicable data protection provisions.

16.3. The following will be classified as minor infringements:

- a) Delay in complying with jury decisions or mediation agreements.
- b) Making abusive or not sufficiently objective use of mediation agreements or Jury decisions.
- c) Failure to comply with the advertising and dissemination obligations set forth in Section 13 of this Code.
- d) Any other infringements with no specific categorization in this Code.

16.4. The following will be classified as serious infringements:

- a) Refusal to provide the information requested by the Jury or its Secretariat, provided that such refusal is not sufficiently justified in the opinion of the Jury.
- b) Failure to comply with the decisions adopted by the Jury or mediation agreements.
- c) Repeated or relevant breaches of current legislation or the Code, as determined by the Jury.

- d) Providing false or inaccurate information at the time of applying for adherence or at any time thereafter, affecting the outcome of the opinions, reports, studies of any type or nature, mediation agreements or decisions of the Jury.
- e) Failure to comply with the corresponding financial obligations, with the exception provided for in Section 16.5.c).
- f) The commission of two minor offenses in a period of less than one year.

16.5.

The following will be classified as very serious infringements:

- a) Serious or manifest non-compliance with the decisions adopted by the Advertising Jury or with the mediation agreements, the seriousness of the non-compliance being assessed according to the following circumstances:
 - i. Entity or impact of the conduct on data subjects.
 - ii. Continuous nature of the infringement.
 - iii. Impact of the processing carried out taking into account the number of data subjects affected.
 - iv. Lack of collaboration with the Code's monitoring body.
 - v. Recidivism.
- b) Refusal to participate in mediation processes.
- c) Serious or repeated failure to comply with the corresponding economic obligations. Noncompliance shall be considered serious and reiterated when it persists for a period of twelve months.
- d) The commission of two serious offenses in a period of less than one year.
- e) Any other failure to comply with the requirements for adherence to the Code.

16.6.

Sanctions.

- a) Sanctions for minor infringements may consist of:
 - i. Private warning.
 - ii. Public warning through AUTOCONTROL's own media.
 - iii. Temporary suspension of the rights of an entity adhered to the Code for a period of one (1) to six (6) months.
- b) Sanctions for serious infringements may consist of:
 - i. Temporary suspension of the rights conferred by this Code to the entity adhered entity for a period of six (6) to twelve (12) months.
- c) Sanctions for very serious infringements may consist of:
 - i. Temporary suspension of the rights conferred by this Code to an adhered entity for a period of one (1) to five (5) years.
 - ii. Expulsion from the Code. This sanction shall be imposed in the case considered in Section 16.5.c).

16.7. The sanctions agreed upon by the Jury will be made public, with the exception of the private warning, which by its very nature will in no case be published.

Within the framework of the sanctioning regime, as well as in the imposition of sanctions, the due proportionality, suitability and necessity of the sanction to be imposed and its adequacy to the seriousness of the fact constituting the infringement must be observed. Due diligence measures adopted by adhered entities will also be taken into account.

16.8. Sanctions consisting of the suspension of the rights of the adhered entity or its expulsion from the Code will be notified to the Spanish Data Protection Agency.

16.9. The disciplinary proceedings will be initiated by the investigating judge, who will be the Secretary of the Jury or the person delegated by them (hereinafter, the "Judge"), ex officio or following a complaint from any person with a legitimate interest.

16.10. The agreement to initiate the sanctioning file will include, at least, the following points:

- a) The facts that led to the initiation of the sanctioning file.
- b) Classification of the facts.
- c) Possible sanctions that could be imposed.
- d) The right of the adhered entity to make as many allegations as it deems appropriate, and the deadline for their presentation.

16.11. Once the disciplinary proceedings have been initiated, the affected adhered entity will be notified of the decision and may submit any allegations it deems pertinent within a maximum period of five (5) days.

16.12. Once the allegations of the affected entity have been received and the appropriate evidence has been taken by the Judge, the latter may propose the closing of the file to the corresponding Section of the Jury if they consider that the facts have not been accredited or that they do not constitute an infringement. In the event that the file is closed by the corresponding Jury Section, the affected parties will be notified and may file an appeal before the Plenary of the Jury within five (5) days of notification.

16.13. If such an appeal is filed, the other party or parties affected will be notified, in case they wish to file allegations within a term not exceeding five (5) days from the notification. The Plenary of the Jury will resolve said appeal.

16.14. If the case is continued, the Judge will issue a proposal for decision within a maximum period of one (1) month from the date of initiation, which will include at least the following points:

- a) Proven facts
- b) Legal characterisation
- c) Proposed sanction

- 16.15. The proposal for decision will be submitted by the Judge to the corresponding Section of the Jury.
- 16.16. The Jury Section will adopt its decision, which must be reasoned, by a simple majority of its members.
- 16.17. The decision adopted by the Jury Section will be notified immediately to the adhered entity concerned and to the complainant, if applicable.
- 16.18. Both the affected adhered entity and the complainant may file an appeal against the above decision within five (5) days. If such an appeal is filed, the other party or parties affected will be notified, in case they wish to file allegations within a term not exceeding five (5) days from the notification. Said appeal will be heard by the Plenary of the Jury, which will issue a reasoned decision, ending the procedure.

17 | EFFECT

This Code will be fully effective two (2) months after its approval by the Spanish Data Protection Agency.

18 | MODIFICATION OF THE CODE

Modifications to this Code may be approved by a simple majority of the adhered entities after consulting with the monitoring body. Each adhered entity will have one vote, except when several entities are part of the same business group, in which case they will be counted as a single entity with only one vote representing their business group.

Modifications or extensions of the Code will be submitted to the Spanish Data Protection Agency for its opinion as to whether they comply with data protection regulations and whether it considers the guarantees offered to be sufficient for the approval of the Code thus modified or extended.

The modification of the Code will be communicated to the adhered entities. The adhered entities will have a period of one month to request the withdrawal from it; if they do not request withdrawal, their adherence will be renewed.

Annex 1

Declaration of individual adherence

In _____, on _____ of _____ of _____

_____, an entity incorporated under Spanish law, with Tax ID Number _____, registered office at _____ and registered in the Registry of _____, represented by Mr./Mrs. _____, with ID number _____, acting in the capacity of _____ of the aforementioned entity,

DECLARES

- 1) That it understands the Code of Conduct for Data Protection Dispute Resolution in the Electronic Communications Sector ("Code").
- 2) That it hereby adheres to the Code, agreeing to comply with it and assuming the obligations derived therefrom. It undertakes to meet the financial obligations arising from its adherence to the Code.
- 3) That it designates the following party as interlocutor for notification purposes:

Name:

Job title:

Professional address:

Professional telephone:

Professional email:

4) That its data protection officer is²:

Name:

Job title:

Professional address:

Professional telephone:

Professional email:

5) That the representatives designated to deal with the communications made in relation to the out-of-court dispute resolution procedures with data subjects are:

Name:

Job title:

Professional address:

Professional telephone:

Professional email:

Name:

Job title:

Professional address:

Professional telephone:

Professional email:

6) That it has informed the above persons of the processing of their data by AUTOCONTROL in accordance with the information clause at the end of this document.

7) For the purposes of addressing the data protection rights of AUTOCONTROL representatives and personnel, data subjects may contact in writing by post to
or by email to .

Signed:

In , on of of

² This item shall only be included if the entity has designated a data protection officer.

PROCESSING OF DATA OF REPRESENTATIVES AND CONTACT PERSONS

The personal data of representatives and contact persons, acting in the name and on behalf of AUTOCONTROL, and of the adhering entities to this Code, and which are exchanged between AUTOCONTROL and the adhered entities will be processed by the receiving party, as data controller, for the management of the relationship between the parties, the implementation of the provisions contained in this Code and the fulfilment of their respective legal obligations. The legal basis for the data processing is the legitimate interest of both parties in being able to satisfy these purposes, in the terms provided for in Article 19 LOPDGDD.

AUTOCONTROL may disclose the personal data to the competent authorities and bodies to the extent necessary for the performance of its legal obligations and to its suppliers when these act as data processors in the framework of the provision of services (including legal and accounting advisors, auditors, document destruction service providers and IT service providers).

AUTOCONTROL has contracted IT service providers who act as data processors. Transfers to third countries associated with these services will be carried out either on the basis of an adequacy decision of the European Commission (article 45 of the General Data Protection Regulation) or on the basis of appropriate safeguards such as standard data protection clauses adopted by the Commission (article 46 of the General Data Protection Regulation). AUTOCONTROL provides more detailed information on these transfers at the following address: <https://www.autocontrol.es/t-proteccion-de-datos/>.

Data subjects may exercise the rights of access, rectification, erasure, objection to processing, restriction of processing, and, where appropriate, data portability, with regard to the processing for which each party is respectively responsible, in writing —accompanied by their ID number or other proof of their identity— to the following addresses:

- In the case of AUTOCONTROL: by email to proteccion.datos@autocontrol.es, or by post to C/ Príncipe de Vergara 109, 5ª planta, 28002 Madrid.
- In the case of the adhered entity: those indicated in the declaration of adherence.

Personal data will be retained for as long as the adhered entity remains a member of the Code of Conduct and after its termination, for as long as necessary to meet any liabilities arising during the period of adherence.

It is the responsibility of the party providing the personal data of its representatives and contact persons to provide these representatives and contact persons with the information provided for in these paragraphs before providing their personal data to the other party, as well as to comply with any other requirements that may be applicable for the correct communication of these personal data, without the party receiving these data having to take any additional action with regard to the data subjects.

Annex 2

Specific documentation required to process a complaint

In addition to the documents outlined in Article 9, in order for a complaint to be processed and depending on the specific reason for the complaint, the complainant will need to submit the following:

- a. Processing of data without a legal basis resulting from the billing of undue amounts after the acceptance of the request to cancel the contracted service. The following documents must be provided:
 - i. Request for cancellation of the contracted service.
 - ii. Proof of receipt of the cancellation request by the service provider.
 - iii. Entity's response, if applicable.
 - iv. Invoices showing the billing of the aforementioned service with a date subsequent to the date on which, according to the entity, the cancellation becomes effective.
- b. Not responding in time or not responding in general to the rights recognized in Articles 15 to 22 of the GDPR or to those mentioned in Section 5.b). The following documents must be provided:
 - i. Request made by the data subject to the entity asking to exercise one of their rights.
 - ii. Proof of receipt of the request by the entity to which it is addressed.
 - iii. The entity's response, if applicable.
 - iv. Documentation proving that the entity did not attend to the right within the term established by the applicable regulations.
- c. Failure to comply with the principle of accuracy due to the failure to rectify or erase inaccurate data within the period required by the applicable regulations after becoming aware of its inaccuracy without the data subject having specifically exercised the right of rectification. The following documents must be provided:
 - i. Document proving that the company was aware of the inaccuracy of the data as of a certain date.
 - ii. Documentation proving that the entity did not correct the data within the period required by the applicable regulations.
- d. Disclosure of data without a legal basis in the context of a debt assignment. The following documents must be provided:
 - i. Proof of the assignment (for example, a letter sent to the data subject informing them of the assignment).
 - ii. Proof of payment to the assignor of the exact amount of the debt prior to the assignment, or a written document from the assignor or an administrative resolution, arbitration or

judicial decision made prior to the assignment explicitly stating the non-existence of the debt subsequently assigned.

- e. Data processing carried out without a legal basis by including data in subscriber directories after the data subject has exercised the right to opt-out of directories with their operator. The following documents must be provided:
 - i. Request to opt-out of subscriber directories submitted by the data subject to their operator.
 - ii. Proof of receipt by the operator of the request to opt out from the subscriber directories.
 - iii. Document proving the inclusion of the data of the data subject in subscriber directories after the expiration of the period established in the applicable regulations as of the date of receipt of the request by the operator.
 - iv. If at the time of contracting, the data subject informed the operator of their refusal to have their data included in the subscriber directories, a copy of the contract or of the documents proving said refusal.
- f. Processing of data without a legal basis resulting from a contract or the performance of an action on behalf of the data subject without their authorization. Cases of telephone line portability are included. The following documents must be provided:
 - i. Written notice informing the contracting entity of the facts and proof of receipt.
 - ii. Documents proving the alleged contracting/management showing the date and purpose of the contracting/management.
 - iii. Police report of the incident.
- g. Data processing with no legal basis derived from the disclosure of data to common credit information systems by the operator, related to an uncertain, undetermined, non-existent, non-matured debt, or for which a complaint is in progress before a competent body (Secretary of State for Telecommunications and Digital Infrastructures -SETID-, Courts, Consumer Arbitration Boards). The following documents must be provided:
 - i. Up-to-date documents proving the inclusion of the data subject's data in common files for the assessment of their financial solvency and credit.
 - ii. Complaint filed with the materially competent body stating the filing date and the subject of the complaint.
 - iii. Proof of the date on which the complained entity became aware of the complaint.
 - iv. Resolution, if any, issued by the materially competent body.
 - v. Document proving that the debt has been paid, contested before a competent body or confirmation by the creditor of the non-existence of the debt.
- h. Data processing carried out without a legal basis derived from improper consultation in common credit information systems. The following documents must be provided:
 - i. Documentation proving the alleged improper consultation, such as the response to the exercise of the right of access before the common file manager for the evaluation of financial solvency and credit.

- i. Erasure of data of deceased persons requested by persons related to the deceased, when required by current regulations.
 - i. Death certificate.
 - ii. Documents proving previous request to the entity and its refusal.
- j. Lack of transparency and information on privacy matters to data subjects, including those related to possible international data transfers.
 - i. Documentation proving alleged lack of transparency and information.
 - ii. Evidence of failure to report a possible unreported international transfer of data.

Annex 3

Statement of compliance

Compliance	
Is there a complaint handling protocol, which is known to the staff responsible for handling these requests?	
Is there a register of complaints received by the monitoring body and their outcome?	
Are there enough staff trained in data protection available to respond to incoming complaints?	
Are data subjects informed of the entity's adherence to the Code of Conduct?	
Is access to the Code of Conduct provided through the entity's website?	
Are there any references in the informative clauses used by the adhered entity to the out-of-court dispute resolution system regulated in the Code of Conduct?	
When the adhered company responds to a complaint received directly from the data subject, is it informed about the out-of-court dispute resolution system regulated in the Code of Conduct?	
Are the contact details of the persons in charge of complaint handling provided to AUTOCONTROL kept up to date?	
Are there effective procedures laid out for responding to requests and requirements that may be made by the monitoring body?	
Has a data protection officer been appointed?	
Have mechanisms been implemented to make the complaints received anonymous when the necessary period of time has elapsed?	
Is there a register of processing activities reflecting the processing of data derived from the handling of complaints received by AUTOCONTROL?	
If a complaint has been received through the Code of Conduct, has a response been provided in a timely manner?	