

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 French Data Protection Authority pursuant to Article 77 of the General Data Protection Regulation, concerning MTCH Technology Services 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 13th day of December 2022



Data Protection Commission
21 Fitzwilliam Square South
Dublin 2, Ireland

Background

1. On 16 December 2021, [REDACTED] (“the **Data Subject**”) lodged a complaint pursuant to Article 77 GDPR with the French Data Protection Authority (“the **Recipient SA**”) concerning MTCH Technology Services 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 17 January 2022.

The Complaint

3. The details of the complaint were as follows:
 - a. The Data Subject submitted an access request pursuant to Article 15 GDPR to the Respondent on 15 December 2021, requesting a copy of their personal data. The Data Subject made their access request following the suspension of their Tinder account by the Respondent.
 - b. The Data Subject stated that they did not receive a response from the Respondent to their access request.

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 their 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 while the Data Subject’s account had been suspended due to a violation of the Respondent’s Terms of Service, the Respondent confirmed that it had conducted a fresh review of the Data Subject’s account following receipt of the DPC’s correspondence, and had reinstated their account. In the circumstances, the Respondent took the following actions:
 - a. The Respondent notified the DPC that the Data Subject’s account ban had been lifted; and
 - b. The Respondent confirmed that the Data Subject’s original access request had not been responded to, due to a misunderstanding by its customer support agent.
8. On 11 May 2022, the DPC outlined the Data Subject’s complaint to the Respondent. The DPC noted that the Data Subject’s account had been disabled by the Respondent and that the Data Subject had subsequently made an access request on 15 December 2021 in order to receive a copy of all of their personal data. The DPC asked the Respondent to either action the Data Subject’s access request, or to outline its rationale for refusing the access request to the DPC.
9. On 10 June 2022, the Respondent wrote to the DPC, explaining that the Data Subject’s account had been reported for a potential breach of its platform’s Term of Service. In its correspondence to the DPC, the Respondent noted that a member of its Trust & Safety team reviewed the account and confirmed that the violation did occur and that the account was consequently banned. The Respondent explained to the DPC that once an account is banned it is no longer visible on its platform. However, the Respondent confirmed that following receipt of the DPC’s correspondence, a fresh review of the account was conducted, and the Respondent had made the decision to lift the account ban. The Respondent confirmed that it had informed the Data Subject on 10 June 2022 that their account was unbanned. The Respondent stated that the Data Subject could use its self-service tools to download a copy of their personal data.

10. Regarding why the Data Subject's original access request had not been actioned, the Respondent noted in its correspondence to the DPC that a miscommunication had occurred during the handling of the Data Subject's request. The Respondent's customer support agent handling the Data Subject's request had understood it to be an erasure request, rather than an access request, which is why the Data Subject had not been directed to the Respondent's self-service tools to download a copy of their personal data, as they should have been. On 8 August 2022, the DPC wrote to the Data Subject via the Recipient SA, outlining the information provided by the Respondent. 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. On 17 August 2022, the DPC received correspondence from the Recipient SA, noting that the Data Subject confirmed to it that they accept that the action taken by the Respondent has resolved their complaint. Accordingly, the complaint has been deemed to have been amicably resolved.
11. On 28 October 2022, and in light of the foregoing, the DPC wrote to the Recipient SA noting that the DPC considered the complaint to have been amicably resolved and withdrawn in accordance with section 109(3) of the Act and that it would conclude the case and inform the Respondent.
12. 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

13. 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.
14. 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 that reads "Tom Delaney". The signature is written in a cursive style with a long, sweeping underline that extends to the left.

Deputy Commissioner

Data Protection Commission