

## **VOGUE SAILS Disclaimer for data protection requirements under the General Data Protection Regulation ("GDPR")**

Due to the new European data protection legislation called the General Data Protection Regulation ("GDPR") comes into force on 25 May 2018. The GDPR requires companies to make certain changes to their policies and procedures governing how they process personal data.

Compliance with the GDPR is of utmost importance to VOGUE SAILS. We understand that you perform commercial activities with us which involve data sharing with VOGUE SAILS. GDPR imposes some specific obligations on controllers. We are both therefore required to put in place specific terms to reflect our roles and relationships toward the individuals whose data we share. In the event of any conflict between our existing services order and the GDPR Terms, the GDPR Terms will prevail.

### **1. Data Protection**

1.1. Definitions: In this Clause, the following terms shall have the following meanings:

- (a) "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**" (and "**process**") and "**special categories of personal data**" shall have the meanings given in EU Data Protection Law; and
- (b) "**Applicable Data Protection Law**" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, EU Data Protection Law.
- (c) "**EU Data Protection Law**" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data (the "**Directive**"); (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "**GDPR**"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable national data protection laws made under or pursuant to (i), (ii) or (iii); in each case as may be amended or superseded from time to time.
- (d) "**Permitted Purpose**": refers to contacting individuals via the data provided for the means in which they have submitted their enquiry only, answering any questions they may have relating to the purchase of charter of a yacht. The individual cannot be contact for additional or future purposes or added to any mailing or marketing lists, unless they subscribe or have subscribed separately.

1.2. Disclosure of data: Parsifal Yachting S.A. will disclose the following categories of personal data: Customer name, customer email, customer enquiry/message, yacht in question, (the "**Data**") to the involved parties to process strictly for the purposes described in this agreement (or as otherwise agreed in writing by the parties) (the "**Permitted Purpose**").

1.3. Relationship of the parties: The parties acknowledge that Parsifal Yachting S.A. is a controller of the Data it discloses to involved parties, and that involved parties will process the Data as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers.

- 1.4. Compliance with law: Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. In particular (and without limitation):
- (a) Parsifal Yachting S.A. shall be responsible for complying with all necessary transparency and lawfulness requirements under Applicable Data Protection Law in order to disclose the Data to the involved parties to process for the Permitted Purpose; and
  - (b) Involved parties shall be separately and independently responsible for complying with Applicable Data Protection Law in respect of its processing of Data it receives from Parsifal Yachting S.A.
- 1.5. Security: Involved parties shall implement technical and organizational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Data (a "**Security Incident**").
- 1.6. Subcontracting: Involved parties may, at its election, appoint third party processors to process Data for the Permitted Purpose, provided that such processors: (a) agree in writing to process Data in accordance with involved parties' documented instructions; (b) implement appropriate technical and organizational security measures to protect the Data against a Security Incident; and (c) otherwise provide sufficient guarantees that they will process the Data in a manner that will meet the requirements of Applicable Data Protection Law.
- 1.7. Cooperation: In the event that either Party receives any correspondence, enquiry or complaint from a data subject, regulator or other third party ("**Correspondence**") related to (a) the disclosure of the Data by Parsifal Yachting S.A. to involved parties for the Permitted Purpose; or (b) processing of Data by the other Party, it shall promptly inform the other Party giving full details of the same, and the Parties shall cooperate reasonably and in good faith in order to respond to the Correspondence in accordance with any requirements under Applicable Data Protection Law.
- 1.8. International transfers: Involved parties shall not process any Data (nor permit any Data to be processed) in a territory outside of the European Economic Area ("**EEA**") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.