



## PRIVACY POLICY

Our Privacy Policy should be read in conjunction with our Terms and Conditions, where you will find all the defined terms used in our Privacy Policy.

Flight compensation company Compensair respects privacy of all Website visitors and clients, and undertakes to ensure security of their personal data both while visiting the Website and while using the services provided by Compensair.

By using the website and services provided by Compensair as well as upon providing personal information to Compensair, you hereby agree with the provisions of this Privacy Policy. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

Please forward any inquiries that you may have regarding this Privacy Policy to the following email [team@compensair.com](mailto:team@compensair.com).

### **1. Personal data Compensair may collect and process and the purposes of its collection and processing**

#### **1.1. Compensair is a service which pursues the following purposes:**

1.1.1. Provide access to the Software in accordance with "Terms and Conditions";

1.1.2. Informing the Client about passenger's rights` protection and other issues related to the exercise of passenger's rights.

1.1.3. Informing the Client about advertising campaigns and offers from Compensair and Compensair's Partners.

1.2. During collecting, processing and storage of personal data Compensair acts under the legislation of Singapore and the General Data Protection Regulation (EU) (2016/679) including the principles enshrined in Article 5 of the GDPR:

1.2.1. The processing of personal data shall take place in a lawful, fair and transparent way;

1.2.2. The collecting of personal data shall only be performed for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;

1.2.3. The collecting of personal data shall be adequate, relevant and limited to what is necessary in relation to the purpose for which they are processed;

1.2.4. The personal data shall be accurate and where necessary, kept up to date;

1.2.5. Every reasonable step shall be taken to ensure that the personal data that are inaccurate having regard to the purposes for which they are processed, are erased or rectified without delay;

1.2.6. Personal data shall be kept in a form which permits identification of the data subject for no longer than it is necessary for the purpose for which the personal data are processed;

1.2.7. All personal data shall be kept confidential and stored in a manner that ensures appropriate security;

1.2.8. Personal data shall not be shared with third parties except when necessary for them to provide services upon agreement;

1.2.9. Data subjects shall have the right to request access to and rectification or erasure of personal data, or restriction of processing, or to object to processing as well as the right of data portability.

1.3. For recovering of compensation with assistance of Compensair the Client makes an application. While filling an application the client provides the following personal data: name and surname, e-mail, mobile phone number, address, date of birth. These personal data are requested as airlines refuse to consider a case without them.

In case the client traveled with a minor whose legal representative is the Client while filing an application the Client also mentions name and surname of the minor and his date of birth.

In the field "Suggested reason of Delay" and "Description" the Client may provide a short description of the case and additional details. These fields are not intended for the Client's personal data.

At the completion of filing an application the Client is offered to mention a flight number and booking number. The Client is also offered to upload a ticket and booking confirmation. The abovementioned personal data is used only for the purposes stated in subparagraph 1.1. of the Privacy Policy.

1.4. After an application is filed a personal account for each Client is created in Compensair's system where all the data uploaded by the Client is stored. The Client may add a description or upload additional documents at any time on his own.

Other Client's rights related to personal data such as a right of rectification or a right to erasure are stated in paragraph 4 of the Privacy Policy.

1.5. Once the Client has filed an application, the Software using by Compensair analyses the perspectives for a successful dispute resolution. In case of a positive solution regarding the application, the Client automatically express a desire to start receiving Services.

1.6. While considering a claim additional personal data of the Client such as an identity card of the Client (ID) used to purchase a ticket, hand-signed power of attorney of the Client may be requested by the airline or other competent authority. In this case Compensair offers the Client to upload the mentioned documents via his personal account. After the upload the Client's documents are stored at the internal system of Compensair. For security purposes at the Client's personal account only the information about the number of the uploaded documents is shown. Files of the documents itself are not shown and are not available for download.

1.7. If the decision to pay a compensation is made, the list of the Client's personal data that is requested, the purposes of their usage, the order of its processing and storage are stated by the Compensair Payment Policy.

1.8. In addition to the above mentioned data, Compensair also collects and processes correspondence between Compensair and the Client.

1.9. If the Client leaves his feedback at the website or official communities of Compensair in social networks, Compensair may use it for advertising goals at aforementioned platforms as well as the websites of Compensair's partners. The feedback is used by Compensair in anonymous form which doesn't allow to identify the person who left it.

1.10. Compensair may collect information by placing cookies on the Client's computer or mobile. Information about cookies and the purposes of their use is provided by the Compensair Cookie Policy.

## **2. The period of storage of personal data**

2.1. The Client's personal data are stored for 10 (ten) years since the agreement between Compensair and the Client is fulfilled or since the last action of the Client on the website if the Client have not made any application for a compensation.

2.2. The data connected with the use by the Client of opportunities or services provided by the Compensair's website and that are not considered as the personal data may be processed anonymously during statistic and marketing researches or any other similar activities. In any case such processing of data will not allow directly or indirectly to identify the Client.

### **3. Disclosure of information**

3.1. The Client's data may be disclosed to third persons if it is required for the purposes of collecting compensation for the Client's claim as well as for performing of contractual obligations of Compensair. In this case Compensair discloses only the personal data which is required by third persons for the service delivery. Compensair does not disclose the data to third persons for giving them an opportunity to advertise their goods or services to the Client.

3.2. Compensair may disclose the Client's data if it is required by law (for example, by supervisory authorities to meet the requirements of the GDPR); to comply with a subpoena or other legal processes, when Compensair believes in a good faith that the disclosure is necessary to protect the rights of Compensair, to protect safety of Clients or of others.

### **4. Client's rights**

4.1. The Client has the right to lodge a complaint with data protection regulators. Compensair is registered in Singapore and the Personal Data Protection Commission (PDPC) is our lead regulator. The Client can find out how to raise a concern with the PDPC by visiting their website at [www.pdpc.gov.sg](http://www.pdpc.gov.sg). If the Client is within the EU, he may also get in touch with his local Data Protection Regulator.

4.2. The Client has a number of rights under European Data Protection law if he is an EU citizen:

4.2.1. Right to withdraw a consent to the processing of personal data;

4.2.2. Right to be informed: what personal data Compensair is processing and why. The information is sent to the Client to the provided e-mail address within 1 (one) month since the date of the Client's request. The period of the reply may be extended up to 2 (two) months due to the number and complexity of the requests;

4.2.3. Right of access: the Client can request a copy of his data;

4.2.4. Right of rectification: if the data held is inaccurate, the Client has the right to have it corrected;

4.2.5. Right to erasure ("right to be forgotten"): the Client has the right to have his data deleted in certain circumstances;

4.2.6. Right to restrict processing: in limited circumstances, the Client has the right to request that processing is stopped but the data retained;

4.2.7. Right to data portability: the Client can request a copy of his data in a machine-readable form that can be transferred to another provider;

4.2.8. Right to object: in certain circumstances (including where data is processed on the basis of legitimate interests or for the purposes of marketing) the Client may object to that processing;

If the Client wants to exercise any of his rights listed above, he may email Compensair at [team@compensair.com](mailto:team@compensair.com).

4.3. The provisions of this part of Privacy Policy do not restrict the rights of Compensair to store the Client's data in case it is required by law.

## **Safeguards of personal data**

4.4. The data that Compensair collects from the Client may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who are attracted by Compensair for processing of applications, filing claims and processing payments and providing other support services and are located outside the EEA. By submitting his personal data, the Client agrees to this transfer, storing or processing. Compensair will take all steps reasonably necessary to ensure that the Client’s data is treated securely and in accordance with this Privacy Policy.

4.5. Although Compensair does its best to protect the personal data of the Client Compensair cannot guarantee the security of the Client’s data transmitted to the website. Any transmission is at Client’s own risk. Once Compensair has received Client’s information in the site, upon processing such it will use safe organizational and technical measures to prevent such data from accidental and unlawful destruction, alteration, disclosure as well from all other unlawful activities. Information provided to Compensair is being kept at secure servers.

4.6. The Client must take active measures to ensure privacy of his personal data including putting his best effort to ensure privacy of the password necessary to access the website. The Client must ensure that third persons shall not directly or indirectly obtain such data and shall not use the Client’s data to access the website and/or services and/or for other purposes. The Client is responsible for any actions of third persons made by using the Client’s data and all obligations and liability, arising or related to such actions of third persons shall be the Client’s to the full extent.

4.7. In case Compensair has doubts as to the correctness of data provided by the Client, Compensair may suspend the processing of such Client’s personal data and check and clarify such data.

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## **5. Links to other sites**

5.1. Compensair is not liable for processing of personal data through the internet websites owned by third persons (“Related websites”). For convenience and information purposes the website may, from time to time, contain links to related websites. Compensair does not assume any liability regarding the terms of use, privacy policy or cookie policy provisions as well as content and activities of such related websites even though the Client may access such related websites through Compensair’s website. Compensair recommends the Client to check terms of use, privacy policies and cookie policies of each related website before using them.

## **6. Final provisions**

6.1. The provisions of this Privacy Policy are governed by and interpreted in accordance with the laws of Singapore.

6.2. Compensair is entitled to unilaterally amend and/or supplement this Privacy Policy without prior notification of the Client. Amendments and/or supplements to this Privacy Policy are valid from publication of such in the Website.

6.3. If any provision of this Privacy policy is held to be illegal, the other provisions will remain in full force.

Updated on 6 March 2020