



AWG Privacy Policy

PLEASE READ THIS AWG PRIVACY POLICY CAREFULLY BEFORE USING THE WEBSITE

This privacy policy (this **Policy**) sets out the how any personal information which we, Aviation Working Group (**AWG**, **we**, or **us**) collect from or about you, or that you provide to us, will be processed by us, during your use of the online platform for the Global Aircraft Trading System (**GATS**) currently hosted on the website, <http://e-gats.aero/> (the **Website**, and together with the GATS online platform, and all of the systems and architecture relating to it, the **GATS Platform**). The GATS Platform includes the computerised ledger and system (the **GATS e-Ledger**) in which transactions (**Designated Transactions**), executed electronically and digitally through the GATS Platform, are entered and recorded.

This Policy most recently updated on, and this version is effective as at, 21 May 2020.

This Policy will also help you understand what information we collect, how we use it, what choices you have.

This Policy applies to any person who is an individual accessing or using the GATS Platform in connection with that person's trade, business, craft or profession on behalf of a business which has its own legal identity separate from the legal identity of any individual or group or individuals.

YOUR ATTENTION IS DRAWN TO THE DISCLAIMER AND THE EXCLUSION AND LIMITATION OF LIABILITY IN PARAGRAPH 9 below, HEADED '[DISCLAIMER](#)'.

TERMS WITH SPECIAL MEANINGS

In this Policy, the following terms are capitalised to signify that they have special meanings given to them when used in this Policy:

- **Data Protection Legislation** means the GDPR and any other applicable law or regulation relating to the processing of personal data and to privacy including E-Privacy Directive and the applicable national legislation implementing the e-Privacy Directive, as such legislation shall be amended, revised or replaced from time to time
- **e-Privacy Directive** means Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector.
- **GDPR** means the General Data Protection Regulation (EU) 2016/679 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.
- **Personal Data** means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, our possession, and includes 'personal data' as described in Data Protection Legislation.

WHAT'S IN THIS POLICY?

Click on the links below to go straight to more information on each area:

- [Terms with special meanings.](#)
- [About the GATS Platform, who we are and how to contact us.](#)
- [By using the GATS Platform you accept this Policy.](#)
- [There are other terms that may apply to you.](#)
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1. **ABOUT THE GATS PLATFORM, WHO WE ARE AND HOW TO CONTACT US**

- 1.1 The GATS Platform and the GATS helpdesk are operated by Fexco Unlimited Company (**Fexco**), acting as a processor on behalf of AWG subject to the circumstances identified in Paragraph 6.2 below.
- 1.2 AWG is a company limited by guarantee incorporated under the laws of Bermuda and has its registered office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda.
- 1.3 Fexco is an unlimited company incorporated under the laws of Ireland with company number 83934 and has its registered office at Fexco Centre, Iveragh Road, Killorglin, Co. Kerry, Ireland.
- 1.4 Persons accessing or using the GATS Platform may be referred to in these terms as **you** and **your**, as applicable.
- 1.5 We may amend this Policy from time to time, to take into account changes in the law or changes in how we process your personal information. Every time you wish to use the GATS Platform, please check this Policy to ensure you understand the terms that apply at that time.
- 1.6 To contact us or the GATS helpdesk, please email helpdesk@e-gats.aero or call the helpdesk number listed on the GATS Platform.

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2. **BY USING THE GATS PLATFORM YOU ACCEPT THIS POLICY**

- 2.1 By using the GATS Platform, you confirm that you accept the terms of this Policy.
- 2.2 If you do not agree to this Policy, you must not use the GATS Platform.
- 2.3 We recommend that you print a copy of this Policy for future reference.

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3. **THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

This policy forms part of and is incorporated into the [Site Terms of Use](#) for the GATS Platform. The [Site Terms of Use](#) as well as other terms, policies, notices, disclaimers and schedules incorporated into the [Site Terms of Use](#) also apply to your use of the GATS Platform.

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4. **INFORMATION WE COLLECT AND RECEIVE**

We fully respect your right to privacy when using the GATS Platform and we endeavour to be transparent in our dealings with you as to what information we will collect and how we will use your information. Also, we only collect and use an individual's information where we are legally entitled to do so.

4.1 **User Data**

Personal information submitted by or on behalf of individuals using the GATS Platform, or collected indirectly by or on behalf of AWG, is referred to in this Policy as **User Data**.

The User Data that AWG collects and receives includes the following:

- Names, dates of birth and other contract information including postal addresses, email addresses and telephone numbers.
- Information included in helpdesk support requests or helpdesk correspondence including phone calls.
- Data collected in GATS instruments (e.g. directors' names and their associated GATS entities).
- Usernames and passwords for accessing and using the GATS Platform.
- Payments data including credit card details.
- Identity verification information, including:
 - (i) IP address of the device used when accessing or using the GATS Platform or in connection with the identity verification process;
 - (ii) pictures of identification documents (driver's licence or passport);

- (iii) photographic and video images provided in the form of a photograph and video clip taken by a person of himself or herself (a **Likeness Photo**);
- (iv) biometric data (i.e. facial recognition data) provided for comparing a Likeness Photo against a photographic identification;
- (v) data contained in a passport such as details of gender, date of birth, nationality, passport number and MRZ code; and
- (vi) data contained in a driver's licence such as name, address, date of birth and driving licence number;
- Whether or not a person is included on sanctioned person databases, watch lists and other public domain databases and, if they are, details of such person's inclusion.

4.2 **Aggregated data**

This Policy is not intended to place any limits on what we do with data that is aggregated or de-identified so that it is no longer associated with an identifiable users. We may disclose or use aggregate or de-identified information for any purpose. For example, we may share aggregated or de-identified information with Fexco, our partners or others for business or research purposes.

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5. **WHY WE NEED USER DATA**

AWG needs User Data in order to operate the GATS Platform. If you do not provide the User Data, then we will be unable to provide access to the GATS Platform or facilitate the execution of instruments giving effect to Designated Transactions through the GATS Platform. We will not collect any User Data from you that we do not need in order to operate or facilitate the operation of the GATS Platform.

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6. **HOW WE USE YOUR INFORMATION**

6.1 **User Data**

User Data is processed for various purpose, some of which include:

- Operating and improving the GATS Platform and register interest in the GATS Platform;
- For the purpose of creating an entity profile;
- To carry out Designated Transactions and record such transactions on the GATS e-Ledgers so allow other users to search;
- To facilitate the payment of fees by users;
- To prevent or address service, security and technical issues or, at a user's request, in connection with customer support matters;
- To operate the notification facility for individuals or entities to send messages, legal and non-legal notices and documents to one another;
- To send electronic communications (we may send you administrative electronic communications relating to your interactions with the GATS Platform. We may also contact you to inform you about changes to the GATS Platform);
- Cross-referencing information provided against publicly available records.;
- To conduct identity verification checks and to confirm whether or not a person is included on sanctioned person databases, watch lists and other public domain databases;
- To comply with legal or regulatory requirements and to respond to lawful requests, court orders and legal process; and
- To protect User Data (we work hard to keep the GATS Platform secure and to prevent abuse and fraud, and may contact you in this respect as necessary).

6.2 **Fexco as independent data controller**

Pursuant to Data Protection Legislation, Fexco will act as an independent data controller in respect of your personal information, which is categorised as Personal Data, when processing same for its own limited internal purposes, including:

- In connection with Fexco's role as the certificate authority issuing digital certificates (**GATS Digital Certificates**) through the GATS Platform. GATS Digital Certificates allow users to sign instruments

electronically and digitally on behalf of an entity to give effect to Designated Transactions, and to authenticate the taking of other actions, through the GATS Platform. In such instances, Fexco is legally obliged under applicable laws to take appropriate steps to verify the identity of persons who wish to become 'Digital Certificate Users', being persons to whom GATS Digital Certificates will be issued, through a verification process (**Digital Certificate Verification Process**). In connection with these legal obligations, Fexco will also take measures to:

- (i) conduct and improve the Digital Certificate Verification Process;
 - (ii) implement the Digital Certificate Policy and Certification Practice Statement;
 - (iii) prevent or address service, security and technical issues or, at a Customer's request, deal with customer support matters insofar as same may be relevant to the discharge of Fexco's legal obligations; and
 - (iv) ensure ongoing compliance with its legal obligations.
- In connection with Fexco's role as the operator of the GATS helpdesk, specifically when processing Personal Data contained in helpdesk support requests or helpdesk correspondence (including screen-recordings and recordings of phone calls), for the purpose of its own internal performance management, staff training and quality assurance purposes.

Further information on Fexco's processing activities as an independent data controller will be described in the [Fexco Privacy Policy](#).

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7. HOW LONG WE KEEP YOUR DATA FOR

We will retain personal data only for as long as necessary for the purposes for which it was collected, as required by law or regulatory guidance applicable to us, for the exercise or defence of legal claims that may be brought by or against us or threatened to be brought against us, and to respond to any regulatory investigations or enquiries conducted or threatened to be conducted against us by any government body or agency or any person appointed to act on its behalf.

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8. SHARING AND DISCLOSURE

8.1 Generally

All information you provide to us is stored on our secure servers and we will take all steps reasonably necessary to ensure that User Data is treated securely. However, there are times when information described in this Policy may be shared by AWG. This Paragraph 8 discusses how AWG may share such information.

8.2 Disclosure of User Data

- (a) User Data may be shared by AWG in various instances, including for the purposes identified in Paragraph 6.1 above and to further AWG's legitimate business interests. In this regard, User Data may be shared with third parties including, but not limited to:
 - **Contractors, and agents** who need to know that information in order to operate, develop, or improve the GATS Platform. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination, civil litigation and/or criminal prosecution, if they fail to meet these obligations; and
 - **Other users of the GATS Platform** (whether those users are other individuals or entities). Further information on these types of transactions can be found in the GATS Guidance Materials.
 - **Third party service providers, and agents.** We engage third party companies or individuals to process User Data as follows:
 - (i) For the Digital Certificate Verification Process (as detailed above);
 - (ii) Companies that provide support services in connection with the GATS Platform. These include IT and telecommunication service providers, software development contractors, data processors, computer maintenance contractors, document storage and destruction companies, including legal advisors;
 - (iii) Fexco's support team in connection with customer support matters relating to the GATS Platform; and
 - (iv) Statutory and regulatory bodies and law enforcement authorities.
- (b) In any case where the AWG shares your User Data with a third party, the use by that third party of your personal data will be subject to the third party's own privacy policies.

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9. DISCLAIMER

- 9.1 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect User Data, we cannot guarantee the security of any data transmitted to us and any such transmission is at your own risk.
- 9.2 To the extent permitted by law, we are not responsible for any delays, delivery failures, or any other loss or damage resulting from:
- (a) the transfer of data over communications networks and facilities, including the internet, or
 - (b) any delay or delivery failure on the part of any other service provider not contracted by us, and you acknowledge that your use of the GATS Platform (including the creation of a user account, the creation of an entity profile on behalf of an entity, and taking actions through the GATS Platform on behalf of an entity) may be subject to limitations, delays and other problems inherent in the use of such communications facilities. We cannot guarantee the absolute prevention of cyber-attacks such as hacking, spyware and viruses. Accordingly, you will not hold us liable for any unauthorised disclosure, loss or destruction of User Data arising from such risks.

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10. THIRD-PARTY WEBSITES

- 10.1 We do not exercise control over the sites or applications that may be linked from the Website. These other sites and applications may place their own cookies or other files on your computer, collect data or solicit personal information from you.
- 10.2 You acknowledge that your interactions with us may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk.
- 10.3 We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party and the use by any such third-party of your User Data.
- 10.4 We do not endorse or approve any third-party website nor the content of any of the third-party websites made available to you via your interactions with the GATS Platform. We encourage you to carefully familiarize yourself with the terms of use and privacy policies applicable to any websites or services operated by third parties.
- 10.5 Please be aware that we are not responsible for the privacy practices of Fexco or any third parties.

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11. CONTACT US

Questions, comments, requests and complaints regarding this statement and the personal data we hold are welcome and should be addressed to helpdesk@e-gats.aero. All requests will be dealt with promptly and efficiently.

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END OF DOCUMENT.