

EU-U.S. and Swiss-U.S. Privacy Shield: Consumer Privacy Policy

The U.S. Department of Commerce has announced that it will continue to administer the Privacy Shield program, including processing submissions for self-certification and re-certification to the Privacy Shield Frameworks and maintaining the Privacy Shield.

PowerAdvocate will continue to participate in the Shield Frameworks and while the Privacy Shield Frameworks are no longer considered a valid data transfer mechanism, PowerAdvocate continues to comply with the relevant principles of the Privacy Shield Framework.

Last Updated: January 23, 2023

Power Advocate, Inc. (“PowerAdvocate”) respects your concerns about privacy. PowerAdvocate participates in the EU-U.S. and Swiss-U.S. Privacy Shield (“Privacy Shield”) frameworks issued by the U.S. Department of Commerce. PowerAdvocate commits to comply with the Privacy Shield Principles with respect to Consumer Personal Data the company receives from the EU, The United Kingdom, or Switzerland. This Policy describes how PowerAdvocate implements the Privacy Shield Principles for Consumer Personal Data.

About PowerAdvocate: Power Advocate, Inc., operating as Wood Mackenzie Supply Chain, is part Wood Mackenzie. Wood Mackenzie Ltd. and all of its affiliates and subsidiaries are collectively called “**Wood Mackenzie**”.

For purposes of this Policy:

“Consumer” means any natural person who is located in the EU, United Kingdom, or Switzerland, but excludes any individual acting in his or her capacity as an Employee.

“Controller” means a person or organization which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

“Customer” means any entity that purchases or otherwise obtains products or services from PowerAdvocate.

“Employee” means any current, former or prospective employee of PowerAdvocate or any of its European affiliates, who is located in the EU, United Kingdom, or Switzerland.

“EU” means the European Union and Iceland, Liechtenstein and Norway.

“Personal Data” means any information, including Sensitive Data, that is (i) about an identified or identifiable individual, (ii) received by PowerAdvocate in the U.S. from the EU, United Kingdom, or Switzerland, and (iii) recorded in any form.

“Privacy Shield Principles” means the Principles and Supplemental Principles of the EU-U.S. and Swiss U.S. Privacy Shield frameworks.

“Processor” means any natural or legal person, public authority, agency or other body that processes Personal Data on behalf of a Controller.

“Sensitive Data” means Personal Data specifying medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life, the commission or alleged commission of any offense, any proceedings for any offense committed or alleged to have been committed by the individual or the disposal of such proceedings, or the sentence of any court in such proceedings.

“Swiss” means Switzerland.

“UK” means United Kingdom.

PowerAdvocate’s EU-U.S. and Swiss-U.S. Privacy Shield certifications can be found at <https://www.privacyshield.gov/welcome>.

For more information about the Privacy Shield Principles, please visit <https://www.privacyshield.gov/>.

For more information about PowerAdvocate’s processing of Personal Data obtained from Consumers on www.PowerAdvocate.com please visit <https://www.woodmac.com/privacy-centre/>

Types of Personal Data PowerAdvocate Collects

PowerAdvocate collects Personal Data directly from Consumers. This collection occurs, for example, when a Consumer visits PowerAdvocate’s website and provides Personal Data to PowerAdvocate. In addition, PowerAdvocate obtains Consumer Personal Data, such as contact information, in connection with maintaining its Customer relationships and providing its products and services to Customers. PowerAdvocate also obtains Personal Data, such as contact information, of its vendors’ representatives. Power Advocate, Inc. uses this information to manage its relationships with its vendors.

As a Processor, PowerAdvocate receives Personal Data about its Customers’ Consumers located in the EU, United Kingdom, or Switzerland. PowerAdvocate’s Customers provide the Personal Data to PowerAdvocate in connection with PowerAdvocate’s provision of services to its Customers. In this capacity, PowerAdvocate acts pursuant to its Customers’ instructions.

PowerAdvocate's privacy practices regarding the processing of Consumer Personal Data comply, as appropriate, with the Privacy Shield Principles of Notice; Choice; Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; and Recourse, Enforcement and Liability.

Notice

PowerAdvocate provides information in this Policy and in privacy notices that can be found on the company's website at <https://www.woodmac.com/privacy-centre/> about its Consumer Personal Data practices, including the types of Personal Data PowerAdvocate collects, the types of third parties to which PowerAdvocate discloses the Personal Data and the purposes for doing so, the rights and choices Consumers have for limiting the use and disclosure of their Personal Data, and how to contact PowerAdvocate about its practices concerning Personal Data.

When PowerAdvocate acts as a Processor and Consumer Personal Data is transferred to PowerAdvocate in the U.S. on behalf of a Customer, the Customer is responsible for providing appropriate notice to its Consumers and obtaining the requisite consent.

Privacy notices pertaining to specific data processing activities also may contain relevant information.

Choice

When PowerAdvocate collects Personal Data directly from Consumers, the company generally offers those Consumers the opportunity to choose whether their Personal Data may be (i) disclosed to third-party Controllers, or (ii) used for a purpose that is materially different from the purposes for which the information was originally collected or subsequently authorized by the relevant Consumer. To the extent required by the Privacy Shield Principles, PowerAdvocate obtains opt-in consent for certain uses and disclosures of Sensitive Data. Consumers may contact PowerAdvocate as indicated below regarding the company's use or disclosure of their Personal Data. Unless PowerAdvocate offers Consumers an appropriate choice, the company uses Personal Data only for purposes that are materially the same as those indicated in this Policy or in the company's privacy notices.

When PowerAdvocate maintains Personal Data about Consumers with whom PowerAdvocate does not have a direct relationship because PowerAdvocate obtained or maintains the Consumers' data as a Processor, PowerAdvocate's Customers are responsible for providing the relevant Consumers with certain choices with respect to the Customers' use or disclosure of the Consumers' Personal Data.

PowerAdvocate may disclose Consumer Personal Data without offering an opportunity to opt out, and may be required to disclose the Personal Data, (i) to third-party Processors the company has retained to perform services on its behalf and pursuant to

its instructions, (ii) if it is required to do so by law or legal process, or (iii) in response to lawful requests from public authorities, including to meet national security, public interest or law enforcement requirements. PowerAdvocate also reserves the right to transfer Personal Data in the event of an audit or if the company sells or transfers all or a portion of its business or assets (including in the event of a merger, acquisition, joint venture, reorganization, dissolution or liquidation).

Accountability for Onward Transfer of Personal Data

This Policy and the company privacy notices that can be found on the company's website at [Privacy Centre | Wood Mackenzie](#) describes PowerAdvocate's sharing of Consumer Personal Data.

To the extent PowerAdvocate acts as a Controller, except as permitted or required by applicable law, PowerAdvocate provides Consumers with an opportunity to opt out of sharing their Personal Data with third-party Controllers. PowerAdvocate requires third-party Controllers to whom it discloses Consumer Personal Data to contractually agree to (i) only process the Personal Data for limited and specified purposes consistent with the consent provided by the relevant Consumer, (ii) provide the same level of protection for Personal Data as is required by the Privacy Shield Principles, and (iii) notify PowerAdvocate and cease processing Personal Data (or take other reasonable and appropriate remedial steps) if the third-party Controller determines that it cannot meet its obligation to provide the same level of protection for Personal Data as is required by the Privacy Shield Principles.

With respect to transfers of Consumer Personal Data to third-party Processors, PowerAdvocate (i) enters into a contract with each relevant Processor, (ii) transfers Personal Data to each such Processor only for limited and specified purposes, (iii) ascertains that the Processor is obligated to provide the Personal Data with at least the same level of privacy protection as is required by the Privacy Shield Principles, (iv) takes reasonable and appropriate steps to ensure that the Processor effectively processes the Personal Data in a manner consistent with PowerAdvocate's obligations under the Privacy Shield Principles, (v) requires the Processor to notify PowerAdvocate if the Processor determines that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield Principles, (vi) upon notice, including under (v) above, takes reasonable and appropriate steps to stop and remediate unauthorized processing of the Personal Data by the Processor, and (vii) provides a summary or representative copy of the relevant privacy provisions of the Processor contract to the Department of Commerce, upon request. PowerAdvocate remains liable under the Privacy Shield Principles if the company's third-party Processor onward transfer recipients process relevant Personal Data in a manner inconsistent with the Privacy Shield Principles, unless PowerAdvocate proves that it is not responsible for the event giving rise to the damage.

Security

PowerAdvocate takes reasonable and appropriate measures to protect Consumer Personal Data from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into account the risks involved in the processing and the nature of the Personal Data.

Data Integrity and Purpose Limitation

PowerAdvocate limits the Consumer Personal Data it processes to that which is relevant for the purposes of the particular processing. PowerAdvocate does not process Consumer Personal Data in ways that are incompatible with the purposes for which the information was collected or subsequently authorized by the relevant Consumer. In addition, to the extent necessary for these purposes and consistent with its role as a Controller or Processor, PowerAdvocate takes reasonable steps to ensure that the Personal Data the company processes is (i) reliable for its intended use, and (ii) accurate, complete and current. In this regard, PowerAdvocate relies on its Consumers and Customers (with respect to Personal Data of Consumers with whom PowerAdvocate does not have a direct relationship) to update and correct the relevant Personal Data to the extent necessary for the purposes for which the information was collected or subsequently authorized. Consumers (and Customers, as appropriate) may contact PowerAdvocate as indicated below to request that PowerAdvocate update or correct relevant Personal Data.

Subject to applicable law, PowerAdvocate retains Consumer Personal Data in a form that identifies or renders identifiable the relevant Consumer only for as long as it serves a purpose that is compatible with the purposes for which the Personal Data was collected or subsequently authorized by the Consumer or Customer, as appropriate.

Access

Consumers generally have the right to access their Personal Data. Accordingly, to the extent PowerAdvocate acts as a Controller, where appropriate, PowerAdvocate provides Consumers with reasonable access to the Personal Data PowerAdvocate maintains about them. PowerAdvocate also provides a reasonable opportunity for those Consumers to correct, amend or delete the information where it is inaccurate or has been processed in violation of the Privacy Shield Principles, as appropriate. PowerAdvocate may limit or deny access to Personal Data where the burden or expense of providing access would be disproportionate to the risks to the Consumer's privacy in the case in question, or where the rights of persons other than the Consumer would be violated. Consumers may request access to their Personal Data by contacting PowerAdvocate as indicated below.

When PowerAdvocate maintains Personal Data about Consumers with whom PowerAdvocate does not have a direct relationship because PowerAdvocate maintains the Consumers' data as a Processor for its Customers, PowerAdvocate's Customers are responsible for providing Consumers with access to the Personal Data and the right to

correct, amend or delete the information where it is inaccurate or has been processed in violation of the Privacy Shield Principles, as appropriate. In such circumstances, Consumers should direct their questions to the appropriate PowerAdvocate Customer. When a Consumer is unable to contact the appropriate Customer, or does not obtain a response from the Customer, PowerAdvocate will provide reasonable assistance in forwarding the Consumer's request to the Customer.

Recourse, Enforcement and Liability

PowerAdvocate has mechanisms in place designed to help assure compliance with the Privacy Shield Principles. PowerAdvocate conducts an annual self-assessment of its Consumer Personal Data practices to verify that the attestations and assertions the company makes about its Privacy Shield privacy practices are true and that the company's privacy practices have been implemented as represented and in accordance with the Privacy Shield Principles.

Consumers may file a complaint concerning PowerAdvocate's processing of their Personal Data. PowerAdvocate will take steps to remedy issues arising out of its alleged failure to comply with the Privacy Shield Principles. Consumers may contact PowerAdvocate as specified below about complaints regarding the company's Consumer Personal Data practices.

If a Consumer's complaint cannot be resolved through PowerAdvocate's internal processes, PowerAdvocate will cooperate with JAMS pursuant to the JAMS International Mediation Rules, available on the JAMS website at <https://www.jamsadr.com/eu-us-privacy-shield>. JAMS mediation may be commenced as provided for in the relevant JAMS rules. The mediator may propose any appropriate remedy, such as deletion of the relevant Personal Data, publicity for findings of noncompliance, payment of compensation for losses incurred as a result of noncompliance, or cessation of processing of the Personal Data of the Consumer who brought the complaint. The mediator or the Consumer also may refer the matter to the U.S. Federal Trade Commission, which has Privacy Shield investigatory and enforcement powers over PowerAdvocate. Under certain circumstances, Consumers also may be able to invoke binding arbitration to address complaints about PowerAdvocate's compliance with the Privacy Shield Principles.

When PowerAdvocate maintains Personal Data about Consumers with whom PowerAdvocate does not have a direct relationship because PowerAdvocate obtained or maintains the Consumers' data as a Processor for its Customers, Consumers may submit complaints concerning the processing of their Personal Data to the relevant Customer, in accordance with the Customer's dispute resolution process. PowerAdvocate will participate in this process at the request of the Customer or the Consumer.

In the context of an onward transfer, PowerAdvocate has a responsibility for the processing of personal information it receives under the Privacy Shield and subsequently transfers to a third party acting as an agent on its behalf. PowerAdvocate shall remain liable under the Principles if its agent processes such personal information in a manner inconsistent with the Principles, unless PowerAdvocate proves that it is not responsible for the event giving rise to the damage.

How to Contact PowerAdvocate

To contact PowerAdvocate with questions or concerns about this Policy or PowerAdvocate's Consumer Personal Data practices:

Please include your name and the name of the business [PowerAdvocate] to which your request refers.

By e-mail at privacy@woodmac.com

In writing at:

If you are located in the European Union ("EU"), please contact our EU Representative:

Wood Mackenzie Ltd
Attention: Privacy Enquiries
vesseltracker.com GmbH
Att. Data Protection Officer
Rödingsmarkt 20
20459 Hamburg
Germany

If you are located in the United Kingdom ("UK"), please contact our UK Representative:

Wood Mackenzie Ltd
Attention: Privacy Enquiries
22 Bishopsgate
London,
EC2N 4BQ