

Cloud technology for future-focused hoteliers

Data Protection Policy

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Contents

1. Background.....	2
2. Term.....	2
3. Definitions.....	2
4. Processor and Controller.....	4
5. Instructions and details of processing.....	4
6. Technical and organisation measures.....	5
7. Using staff and other processors.....	5
8. Assistance with compliance and Data Subject rights.....	5
9. International data transfers.....	6
10. Information and audit.....	6
11. Breach notification.....	7
12. Deletion of Protected Data and copies.....	7
13. Compensation and claims	7
14. Survival.....	7
15. Data Processing Details.....	8

1. Background

1.1 The following provisions of this Data Protection Policy are the terms upon which Guestline contracts with a Subscriber in connection with Data Protection matters, and as such where referred to in this Data Protection Policy ‘Party’ means the Subscriber and Guestline as parties to the subscription agreement entered into between them whereby Guestline provides certain property management related services to the Subscriber (the “Subscription Agreement”).

2. Term

2.1 This Data Protection Policy continues in force for the same duration as the term of the Subscription Agreement (“Term”).

3. Definitions

3.1 Definitions used in this Schedule have the same meaning, and the same rules of interpretation shall apply, as those stated in the Subscription Agreement. In addition, references to ‘paragraphs’ will mean the paragraphs in this Data Protection Policy and the following definitions have the meanings given below:

3.2 “Administrative Liabilities” means administrative fines, penalties, sanctions, liabilities, or other remedies imposed by a Supervisory Authority.

3.3 “Appropriate Safeguards” means such legally enforceable mechanism(s) for Transfers of Personal Data as may be permitted under Data

Protection Laws from time to time.

3.4 “Personal Data Breach” means any breach of security leading accidentally or unlawfully to the destruction, loss, alteration, or unauthorised disclosure or access to Personal Data transmitted, stored or otherwise Processed (Article 4 (12), GDPR).

3.5 “Subscriber” means the entity which, alone or jointly with others is the recipient of the Services provided by Guestline either directly or in conjunction with a Sub-Processor.

3.6 “Controller” means the entity which, alone or jointly with others, determines the purposes and means of Processing Personal Data (Article 4 (7), GDPR).

3.7 “Data Protection Impact Assessment” or “DPIA” means a process designed to help the Subscriber or Guestline systematically analyse, identify and minimise the data protection risks of a project or plan. It is a key part of the accountability obligations under the GDPR, and when done properly helps organisations assess and demonstrate how they comply with data protection obligations (Article 35(1), 35(7) and Recitals 84 and 90, GDPR).

3.8 “Data Protection Laws” means all foreign, national, state, regional and/or local laws, rules, regulations, security requirements and regulatory guidance applicable to the Processing of Personal Data used or obtained by Guestline or any Guestline Group Company in the performance of the Services including the GDPR, UK Data

Protection Act 2018, UK General Data Protection Regulation (UK GDPR), U.S. state data breach notification laws, the Payment Card Industry Data Security Standards and other applicable standards issued by the Payment Card Industry Security Standards Council, LLC, VISA, MasterCard, Discover, American Express, JCB, and all other relevant card brands.

3.9 “Data Protection Losses” means any and all liabilities relating to Data Protection matters, including:

3.9.1. all costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and

3.9.2. to the extent permitted by applicable laws:

- Data Subject Compensation; and
- the reasonable costs of compliance with investigations by a Supervisory Authority.

3.10 “Data Subject” means the identified or identifiable person to whom Personal Data relates. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (Article 4 (11), GDPR).

3.11 “Data Subject Compensation” means any compensation or damages awarded by a court of jurisdiction to a Data Subject for breach of Data Protection laws.

3.12 “Data Subject Request” means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws.

3.13 “General Data Protection Regulation” or “GDPR” means the 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 (General Data Protection Regulation) (effective May 25, 2018).

3.14 “Guestline Group Company” means each of Guestline’s Affiliates (excluding Guestline itself).

3.15 “International Organisation” means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries.

3.16 “International Recipient” means:

3.16.1. any countries outside the United Kingdom and/or the European Economic Area; or

3.16.2. any International Organisation(s).

3.17 “List of Sub-Processors” means the latest version of the list of Sub-Processors used by Guestline or any Guestline Group Company, as Updated from time to time, which as at Order Acceptance is available from gdpr@guestline.com.

3.18 “Personal Data” means any information relating to an identified or identifiable individual, including, without limitation, name, postal address, email address, telephone number, government issued identification numbers, or information about the Data Subject’s health, opinion or beliefs (Article 4 (1), GDPR).

3.19 “Privacy Policy” means Guestline’s Privacy and Cookies Policy located at <https://www.guestline.com/privacy-policy-guestline/>, as Updated from time to time.

3.20 “Process,” “Processing,” or “Processed” mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, Transfer, blocking, return or destruction of Personal Data (Article 4 (2), GDPR).

3.21 “Processor” means any entity that merely Processes Personal Data on behalf of, and as instructed by, the Controller (Article 4 (8), GDPR).

3.22 “Protected Data” means any and all Personal Data received from or on behalf of the Subscriber in connection with the provision of the Services by Guestline or the performance of Guestline’s obligations under this Data Protection Policy.

3.23 “Sub-processor” means a Processor engaged by Guestline or any Guestline Group Company, or by any other Sub-Processor, for carrying out Processing activities in respect of the Protected Data on behalf of the Subscriber.

3.24 “Supervisory Authority” means any local, national, or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

3.25 “Transfer” or “Transferred” means both (a) the moving of Personal Data from one location or person to another, whether by physical or electronic means and (b) the granting of access to Personal Data by one location or person to

another, whether by physical or electronic means.

4. Processor and Controller

4.1 The Parties agree that, for the Protected Data, the Subscriber shall be the Controller and Guestline (and each Guestline Group Company) shall be the Processor. References to Guestline in this Schedule shall be taken to include each Guestline Group Company who acts a Processor in respect of the Services and Guestline will ensure that where a Guestline Group Company acts as a Processor that Guestline Group Company will comply with the provisions of this Schedule as if it were Guestline.

4.2 To the extent the Subscriber is not sole Controller of any Protected Data it warrants that it has full authority and authorisation of all relevant Controllers to instruct Guestline to Process the Protected Data in accordance with the Subscription Agreement.

4.3 Guestline shall Process Protected Data in compliance with:

4.3.1. the obligations of Processors under Data Protection Laws in respect of the performance of its and their obligations under the Subscription Agreement; and

4.3.2. the terms of the Subscription Agreement.

4.4 The Subscriber shall ensure that it, its Affiliates and each person authorised by the Subscriber to use Guestline's software, documentation and/or Services ("Authorised User") shall at all times comply with:

4.4.1. all Data Protection Laws in connection with the Processing of Protected Data, the use of the Services (and each part) and the exercise and performance of its respective rights and obligations under the Subscription Agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and

4.4.2. the terms of the Data Protection Policy.

4.5 The Subscriber warrants, represents and undertakes, that at all times:

4.5.1. all Protected Data (if Processed in accordance with the Subscription Agreement) shall comply in all respects, including in terms of its collection, storage and Processing, with Data Protection Laws;

4.5.2. fair Processing and other information notices have been provided to the Data Subjects of the Protected Data (and all necessary consents from such Data Subjects obtained and at all times maintained) to the extent required by Data Protection Laws in connection with all Processing activities in respect of the Protected Data which

may be undertaken by Guestline and its Sub-Processors in accordance with the Subscription Agreement;

4.5.3. the Protected Data is accurate and up to date;

4.5.4. it shall establish and maintain adequate security measures to safeguard Protected Data in its possession or control from unauthorised access and copying and maintain complete and accurate backups of all Protected Data provided to Guestline (or anyone acting on its behalf) so as to be able to immediately recover and reconstitute such Protected Data in the event of loss, damage or corruption of such Protected Data by Guestline or any other person;

4.5.5. all instructions given by it to Guestline in respect of Personal Data shall at all times be in accordance with Data Protection Laws; and

4.5.6. it has undertaken due diligence in relation to Guestline's Processing operations and commitments and it is satisfied (and all times it continues to use the Services remains satisfied) that:

a. Guestline's Processing operations are suitable for the purposes for which the Subscriber proposes to use the Services and engage Guestline to Process the Protected Data;

b. the technical and organisational measures set out in the Subscription Agreement (each as Updated from time to time) shall (if Guestline complies with its obligations under such Subscription Agreement) ensure a level of security appropriate to the risk in regards to the Protected Data; and

c. Guestline has sufficient expertise, reliability, and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.

5. Instructions and details of Processing

5.1 Insofar as Guestline Processes Protected Data on behalf of the Subscriber, Guestline:

5.1.1. unless required to do otherwise by applicable laws, shall (and shall take steps to ensure each person acting under its authority shall) Process the Protected Data only on and in accordance with the Subscriber's documented instructions as set out in this paragraph 5.1 and paragraphs 5.3 and 5.4, as Updated from time to time ("Processing Instructions");

5.1.2. if applicable laws require it to Process Protected Data other than in accordance with the Processing Instructions, shall notify the Subscriber of any such requirement before Processing the Protected Data (unless applicable

laws prohibit such information on important grounds of public interest); and

5.1.3. shall promptly inform the Subscriber if Guestline becomes aware of a Processing Instruction that, in Guestline's opinion, infringes Data Protection Laws, provided that:

- a. this shall be without prejudice to paragraphs 4.4 and 4.5 of ; and
- b. to the maximum extent permitted by law, Guestline shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any Processing in accordance with the Subscriber's Processing Instructions following the Subscriber's receipt of that information.

5.2 The Subscriber shall be responsible for ensuring all Authorised User's read and understand the Privacy Policy (as Updated from time to time).

5.3 The Subscriber acknowledges and agrees that the execution of any computer command to Process (including deletion of) any Protected Data made in the use of any of the Subscribed Services by an Authorised User will be a Processing Instruction (other than to the extent such command is not fulfilled due to technical, operational or other reasons, including as set out in the User Manual). The Subscriber shall ensure that Authorised Users do not execute any such command unless authorised by the Subscriber (and by all other relevant Controller(s)) and acknowledge that if any Protected Data is deleted pursuant to any such command the Guestline is under no obligation to seek to restore it.

5.4 Subject to applicable Subscribed Service Specific Terms or the Order Form the Processing of the Protected Data by Guestline under the Subscription Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in paragraph 15 (Data Processing Details).

6. Technical and organisational measures

6.1 Taking into account the nature of the Processing, Guestline shall implement and maintain, at its cost and expense, the technical and organisational measures:

- 6.1.1. in relation to the Processing of Protected Data by Guestline, as set out the Information Security Policy Document (Provided on request); and
- 6.1.2. to assist the Subscriber insofar as is

possible in the fulfilment of the Subscriber's obligations to respond to Data Subject Requests relating to Protected Data, to the extent that the Subscriber is unable to utilise the self-service tools provided with the Services to fulfil its obligations; in each case at the Subscriber's cost on a time and materials basis.

7. Using staff and other Processors

7.1 Subscriber hereby grants Guestline general written authorisation to engage the Sub-Processors set out on the List of Sub-Processors.

7.2 Guestline shall:

- 7.2.1. prior to making any changes to the List of Sub-Processors, provide the Subscriber with 20 business days prior written notice, during which the Subscriber can object;
- 7.2.2. prior to the Sub-Processors carrying out any Processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under paragraphs 4 to 14 (inclusive) that is enforceable by Guestline; and
- 7.2.3. ensure each such Sub-Processor complies with all such obligations; and

7.3 Guestline shall ensure that all persons authorised by it (or by any Sub-Processor) to Process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Data Protection Laws, in which case Guestline shall, where practicable and not prohibited by Data Protection Laws, notify the Subscriber of any such requirement before such disclosure).

8. Assistance with compliance and Data Subject rights

8.1 Guestline shall refer all Data Subject Requests it receives to the Subscriber without undue delay. The Subscriber shall pay Guestline for all work, time, costs and expenses incurred in connection with such activity, calculated on a time and materials basis.

8.2 Guestline shall provide such reasonable assistance as the Subscriber reasonably requires, after itself fully utilising the self-service tools provided with the Services, (taking into account the nature of Processing and the information available to Guestline) to the Subscriber in ensuring compliance with the Subscriber's obligations under Data Protection Laws with respect to:

- 8.2.1. security of Processing;
- 8.2.2. Data Protection Impact Assessments;

8.2.3. prior consultation with a Supervisory Authority regarding high risk processing; and
8.2.4. notifications to the Supervisory Authority and/or communications to Data Subjects by the Subscriber in response to any Personal Data Breach, provided the Subscriber shall pay Guestline for all work, time, costs and expenses incurred in connection with providing the assistance in this paragraph 8.2, calculated on a time and materials basis.

9. International data Transfers

9.1 The Subscriber agrees that Guestline may Transfer any Protected Data to any International Recipient, provided all Transfers by Guestline of Protected Data to an International Recipient (and any onward transfer) shall (to the extent required under Data Protection Laws) be effected by way of Standard Contractual Clauses (as acknowledged from time to time by the European Commission or Information Commissioner Office as applicable) and in accordance with Data Protection Laws.

9.2 Guestline relies on the adequacy decisions given to the UK by the European Commission (and vice versa). In the event that an adequacy decision is invalidated or withdrawn, the parties shall enter into good faith negotiations to ensure another Appropriate Safeguard is put in place for the Transfer of the data. The provisions of the Subscription Agreement shall constitute the Processing Instructions with respect to Transfers in accordance with paragraph 5.1.1.

9.3 The Subscriber acknowledges that due to the nature of cloud services, the Protected Data may also be Transferred to other geographical locations in connection with use of the Service further to access and/or computerised instructions initiated by Authorised Users. The Subscriber acknowledges that Guestline does not control such Processing and the Subscriber shall ensure to comply with applicable Data Protection Laws.

10. Information and audit

10.1 Guestline shall maintain, in accordance with Data Protection Laws binding on Guestline, written records of categories of Processing activities carried out on behalf of the Subscriber.

10.2 The Subscriber may by written notice to Guestline request information regarding Guestline's compliance with the obligations placed on it under this Data Protection Policy. On receipt of such request Guestline shall provide the Subscriber (or auditors mandated by the Subscriber) with a copy of the latest third-Party

certifications and audits to the extent made generally available to its Subscribers. Such copies are confidential to Guestline and shall be Guestline's Confidential Information for the purposes of the Subscription Agreement.

10.3 Guestline shall, on request by the Subscriber, in accordance with Data Protection Laws, make available to the Subscriber such information as is reasonably necessary to demonstrate Guestline's compliance with its obligations under this Data Protection Policy and Article 28 of the GDPR (and under any Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Subscriber (or another auditor mandated by the Subscriber) for this purpose provided:

10.3.1. the Subscriber demonstrates that the information and certificates provided are not sufficient to confirm Guestline's compliance with its obligations under this Data Protection Policy;

10.3.2. such audit, inspection or information request is reasonable, limited to information in Guestline's (or any Sub-Processor's) possession or control and is subject to the Subscriber giving Guestline reasonable prior notice of such audit, inspection or information request and taking no more than 2 working days to complete;

10.3.3. the Parties (each acting reasonably and consent not to be unreasonably withheld or delayed) shall agree the timing, scope and duration of the audit, inspection or information release together with any specific policies or other steps with which the Subscriber or third Party auditor shall comply (including to protect the security and confidentiality of other Subscribers, to ensure Guestline is not placed in breach of any other arrangement with any other Subscriber and so as to comply with the remainder of this paragraph 10.3);

10.3.4. all costs of such audit or inspection or responding to such information request shall be borne by the Subscriber, and Guestline's costs, expenses, work and time incurred in connection with such audit or inspection shall be reimbursed by the Subscriber on a time and materials basis;

10.3.5. such audits, inspections or information requests shall be limited to one in any consecutive 12-month period, unless otherwise required by a Supervisory Authority;

10.3.6. the Subscriber shall promptly (and in any event within one Business Day) report any non-compliance identified by the audit, inspection, or release of information to Guestline;

10.3.7. the Subscriber shall ensure that all

information obtained or generated by the Subscriber or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure required by applicable laws);

10.3.8. the Subscriber shall ensure that any such audit or inspection is undertaken during normal business hours, with minimal disruption to the businesses of Guestline and each Sub-Processor; and

10.3.9. the Subscriber shall ensure that each person acting on its behalf in connection with such audit or inspection (including the personnel of any third Party auditor) shall not by any act or omission cause or contribute to any damage, destruction, loss or corruption of or to any systems, equipment or data in the control or possession of Guestline or any Sub-Processor whilst conducting any such audit or inspection.

11. Breach notification

11.1 In respect of any Personal Data Breach involving Protected Data, Guestline shall, without undue delay:

11.1.1. notify the Subscriber of the Personal Data Breach; and

11.1.2. provide the Subscriber with details of the Personal Data Breach.

12. Deletion of Protected Data and copies

12.1 Following the end of the provision of the Services (or part) relating to the Processing of Protected Data Guestline shall dispose of Protected Data in accordance with its obligations under the Subscription Agreement. Guestline shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Protected Data undertaken in accordance with the Subscription Agreement.

13. Compensation and claims

13.1 Subject to paragraph 13.2, Guestline shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with the Subscription Agreement only to the extent caused by the Processing of Protected Data under the Subscription Agreement and directly resulting from Guestline's breach of the Subscription Agreement.

13.2 Guestline shall not be liable to the extent that any Data Protection Losses (or the circumstances giving rise to them): (i) are contributed to or caused by any breach of the

Subscription Agreement by the Subscriber or this Data Protection Policy or result from any processing in accordance with the Subscriber's Processing Instructions or (ii) are Administrative Liabilities which are incurred by, or imposed on, the Subscriber.

13.3 If a Party receives a compensation claim from a person relating to Processing of Protected Data in connection with the Subscription Agreement or the Services, it shall promptly provide the other Party with notice and full details of such claim. The Party with conduct of the action shall:

13.3.1. make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other Party (which shall not be unreasonably withheld or delayed); and

13.3.2. consult fully with the other Party in relation to any such action but the terms of any settlement or compromise of the claim will be exclusively the decision of the Party that is responsible under the Subscription Agreement for paying the compensation.

13.4 The Parties agree that the Subscriber shall not be entitled to claim back from Guestline any part of any compensation paid by the Subscriber in respect of such damage to the extent that the Subscriber is liable to indemnify or otherwise compensate Guestline in accordance with the Subscription Agreement.

13.5 Notwithstanding any other provision of this Data Protection Policy, Guestline's liability under this Data Protection Policy is subject to the limitations contained within the Subscription Agreement.

13.6 This paragraph 13 is intended to apply to the allocation of liability for Data Protection Losses as between the Parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary, except:

13.6.1. to the extent not permitted by applicable laws (including Data Protection Laws); and

13.6.2. that it does not affect the liability of either Party to any Data Subject.

14. Survival

14.1 This Data Protection Policy (as Updated from time to time) shall survive termination (for any reason) or expiry of the Subscription Agreement and continue until no Protected Data remains in the possession or control of Guestline or any Sub-Processor, except that paragraphs 12 to 14 (inclusive) shall continue indefinitely.

15. Data Processing Details

15.1 Instructions on Processing are:

15.1.1. The Contract Personal Data will only be Processed as follows:

a. For the purposes of: contractual performance and use of the Services. The Services Processes the Personal Data in accordance with the Permitted Purposes and the Subscriber's utilisation of the Services. The Services enables the Subscriber to extract Personal Data relating to hotel guests, reservations and information relating to the Subscriber's retail records. See section 25.1.11. applicable Data Protection Law for more information

15.1.2. Data subjects

a. The Contract Personal Data concern the following categories of data subjects:

b. Data Subjects will be hotel guests.

15.2 Categories of data

15.2.1. The Contract Personal Data concern the following categories of data:

a. In its default setting, the Services are capable of Processing the following categories of Personal Data: types of person (adult/minor);

gender; title; forename; surname; date of birth; nationality; language spoken; company or personal account; residential or business address; telephone and mobile numbers; email address; preferred greeting; preferred room type; passport/ ID number. It is also capable of being customised by the Subscriber

15.3 Duration of Processing

15.3.1. The Contract Personal Data may be Processed for the following term:

a. The Term of the Subscription Agreement.

15.4 Data Management Policies

15.4.1. For further details on how Guestlines manages application data management and hosting provision, including disaster recovery, data backup and resilience of services in relation to PCI Compliance and GDPR please contact gdpr@guestline.com