

GUESTCENTRIC PRIVACY AND PERSONAL DATA POLICY CLIENTS

Identity of the Controller for the Processing of Personal Data

- Guestcentric Systems, SA, legal person 507844106, with head office at Av. José Gomes Ferreira, No. 9, Miraflares, 1495-139 Algés, Oeiras, Portugal.

- Guestcentric Inc., with tax registration number 47-1202574, headquartered at 104 West 40th Street, suite 400, New York, NY 10018 USA.

- Guestcentric Ltd., with tax registration GB136800426, based at 41, Newton Road, W2 5JR London, United Kingdom. (hereinafter, jointly or separately, referred to as "**Guestcentric**").

Data Privacy Officer

Guestcentric, in his dual capacity as Controller for the Processing and Processor, appointed a Data Privacy Officer ("DPO") for the Guestcentric Group.

You can contact the DPO through the following channels:

- Postal address: DPO, with professional address at Av. José Gomes Ferreira, No. 9, Miraflares, 1495-139 Algés, Oeiras, Portugal.

- Email address: dpo@guestcentric.com.

Privacy and Personal Data Policy

Guestcentric informs its counterpart in a business / contractual relationship (hereinafter referred to as "Counterpart") that the personal data communicated to, it will be treated in accordance with this Policy. Unless otherwise provided by context, any reference in this document to a legal or contractual provision shall include the changes to which it has been and / or will be subject.

Duty of Mutual Information

The parties inform the signatories of the contract (s) between both parties and the persons who contribute for its execution and/or for the provision of services/supply of products between the same parties, that their personal data will be included in the responsibility files of each. There are data on those files which has been exchanged between the parties before 25 May 2018. Such data shall also be ruled by this Policy.

Duty to inform employees

The parties warrant that they will comply with their duty to inform their employees whose personal data are communicated between them (Ex. Provision by the Counterpart to **Guestcentric** of the contact data of an employee from Finance Department for the purpose of management and control of payments and invoices) and also those employees whose data are communicated to the subcontractors of any of them (distributors, service providers, suppliers, etc.) for the below mentioned purposes.

This information duty will also be fulfilled by the subcontractors of the parties (distributors, service providers, suppliers, etc.), so that they can communicate to their own employees that their respective data shall be communicated by **Guestcentric** to the Counterpart or vice-versa (Ex.: Provision by a provider of maintenance services of **Guestcentric** of the data of an employee for the purposes of rendering services in the facilities of the Counterpart, in fulfilment of a services agreement between **Guestcentric** and the provider).

Purposes: (i) maintenance and fulfillment of the business and contractual relationship between the parties; (ii) maintenance and fulfillment of business and contractual relationships between each party and their subcontractors.

Purposes of Processing

Execution, maintenance and management of contracts and contractual relations between the parties and / or service / supply of products and / or payments, and charges.

Lawfulness of processing

The legal basis that legitimates this process of personal data and the need of these for the above purposes, for compliance with legal obligations, when applicable, and/or legitimate interest in terms of offers of products or services or similar changes to others previously supplied or requested.

Data

For the aforementioned purposes, the following personal data are essential:

- For signatories of contracts, proposals, offers, orders, adjudications or requests: identification data and numbers and expiration date of identity documents, quality and capacity in which they act and signatures.

- For the execution of contracts and services and supplies of goods: names, emails, telephone numbers, addresses and functions of the parties' collaborators.

Personal Data Processing

Within the framework of the business / contractual relationships it establishes, **Guestcentric** may carry out the following actions involving personal data processing:

- Administrative, commercial, fiscal, economic, accounting and / or invoice management
- Management of collections and payments
- Account management of suppliers, partners and customers
- Recording of calls to or from answering services
- Risk assessment
- Complaint management / suggestions
- Providing, extending and improving the quality of supplies and services carried out under a negotiation relationship
- Audits
- History of commercial relationships
- Submission of relevant information requested to the Counterpart
- Designing of new supplies or services related to the previous ones
- Perform statistical studies to improve supplies or services performed

There is also a legitimate interest of Guestcentric that will have the right to:

- Send information on changes of products or services contracted with the Counterpart

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- Send information about new products or similar services to others hired previously or that may have interest, through any means including electronic, even after the end of the business relationship with the Counterpart.

By accepting the business / contractual relationship, the Counterpart consents its data processing for the purposes described, without prejudice to the right of, under the law, revoking such consent.

Counterpart commitments

The Counterpart undertakes to inform the **Guestcentric** of any change in the information it has previously been given.

Duration of Personal Data Storage

Data dissociated from persons: these data shall be kept without a time limit.

Contact information processed for commercial purposes: It shall be kept until the holder withdraws its consent.

Data from customers, partners (e.g. : distributors) and suppliers: The data will be kept during the duration of the business / contractual relationship and for 10 years for the data with tax relevance and 20 years for the data with contractual relevance.

In case of a legitimate authority order or dependency of a judicial or administrative process, the conservation periods are extended to correspond to them.

Recipients of Personal Data

The data of the Counterpart will not be disclosed to third parties unless:

- The communication is required or authorized by applicable law.
- The process corresponds to the free and legitimate acceptance of a legal relationship that develops, is carried out and controlled necessarily through the establishment of a connection between the treatment and the third-party files, for example, those of banks for billing or payments, the management of information on credit cards/payment card, those of transport companies to send purchased products or technology companies for on line service rendering.
- Proper management of the business / contractual relationship involving sending the information to companies in the **Guestcentric** Group to which **Guestcentric** belongs (whose identity and location can be found in URL-0).
- The information is requested by any authorities or courts, in the exercise of the functions assigned to them.

Subcontracting by Guestcentric

Guestcentric will subcontract partially or fully the provision of its services to companies with which it will maintain a service contract. **Guestcentric** requires its subcontractors to comply with its own obligations in respect to Personal Data Privacy Policy and compliance with its instructions. In particular, **Guestcentric** will subcontract credit / debit card data management services.

Communication of data to third parties

Besides the mandatory communications that **Guestcentric** must do in compliance with legal requirements and others that are necessary for an adequate fulfilment of the purposes of this processing, **Guestcentric** informs the Counterparties that their personal data may be communicated to Third Parties (customers, suppliers or other partners and organizations that contact **Guestcentric**) which have a relationship with **Guestcentric**, for the following purposes: execution of a supply contract or for render agreed services, accountancy, management of complaints, claims and incidents covered by an insurance policy and incidents, hiring of services providers and maintenance and fulfillment of business and contractual relationships between **Guestcentric** and such Third Parties (e.g.: **Guestcentric** may provide a subcontractor with the contact details of the Counterpart for the purpose of render of services.

Communication within the Guestcentric Group of Companies

Due to the international dimension of the **Guestcentric** Group of Companies and its organizations, **Guestcentric** may communicate and transfer personal data to companies of the **Guestcentric** Group of Companies located in countries inside or outside the EEA. These transfers are covered by Inter-Companies Agreements which contain the Binding Corporate Rules approved by the competent authorities for the protection of personal data. You may consult them upon request to **Guestcentric**.

Transfer of Personal Data

Some services provided by **Guestcentric** or **Guestcentric** Group companies may be outsourced to Google LLC, Google Inc., Salesforce.com Inc., Amazon WebServices Inc., Rackspace US Inc. and Go Daddy Operating Company LLC, which are located outside the European Union, namely in the United States of America whose legislation on the protection of personal data is different from that of the EEA.

To this end, **Guestcentric** and companies within the **Guestcentric** Group (by means of inter-group agreements) shall only hire companies that provide adequate data protection guarantees or that process the personal data based on EU-approved Standard Contractual Clauses established by the European Commission (Decision 2010/87/EU) and shall maintain with those providers Data Transfer Agreements based on those Standard Contractual Clauses; otherwise, **Guestcentric** or **Guestcentric** Group companies shall request the Data Subject's consent, among other admissible grounds.

Exercise of Rights

Data Subjects may, in accordance with the law, revoke their consent and exercise their rights of access, rectification, cancellation/suppression, opposition, limitation, data portability, and not being subject to automated decisions, by sending a written notification accompanied by a copy of an ID document, with indication of the requested right, to the **Guestcentric** headquarters or to the following email address: dpo@guestcentric.com. The rights of cancellation/suppression, opposition may be subject to conditions when the prevent the regular development of the contractual relationship established between **Guestcentric** and it's partner or to safeguard the rights of **Guestcentric**.

Data subjects may also complain to the National Authorities with regard to any threat or damage to their rights: National Data Protection Commission (www.cnpd.pt).

Safety measures

Guestcentric has taken appropriate technical and organizational measures, taking into account the current state of technology, the nature of the stored data and the risks to which they are exposed, in order to ensure the security of the personal data and prevent their alteration, loss or unauthorized processing or access, whether of human origin or arising from natural, physical or electronic causes. Under the terms of the law, we inform that making data available online may enable their circulation in an open network without security conditions, and that such data may then be accessed and used by unauthorized third parties.

Changes

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Guestcentric may update or amend this policy at any time, at its convenience. Please use or ask us the newest version in force of this policy. This policy and any of its updates or amendments may be published in the website of **Guestcentric**, and be accessed by anyone.

GUESTCENTRIC AS PROCESSOR

In cases where **Guestcentric** will take the legal position of a Processor within the meaning of Articles 28 and 29 of Regulation (EU) 2016/ 679 of the European Parliament and of the Council of 27 April of 2016 (hereinafter the RGPD), the following regime is applicable:

- **Guestcentric's** Customer is responsible for the processing ("Controller")
- **Guestcentric** is the Subcontractor for the processing ("Processor")

Type of treatment: The processing of personal data by the Processor will consist of: collection, structuring, preservation, consultation, diffusion, comparison, suppression, registration, modification, extraction, transmission, interconnection, limitation, destruction and / or communication of personal data of the responsibility of the Controller, in accordance with the instructions thereof, in writing to the Processor.

In the event that the Controller does not give instructions or these are incomplete, it is considered that it intends to establish the service defined by the Processor by default.

Processed data: The Processor will treat the following typologies of personal data according to the Controller's instructions:

- Identification data and contact information.
- Personal and professional characteristics.
- Social circumstances.
- Academic and professional.
- Commercial information.
- Economic, financial and concerning insurance.
- Transactions of goods and services.

Confidentiality: The Processor undertakes to keep the privacy and confidentiality of the information provided by the Controller and / or the holder.

Any information which the Processor accesses or receives under the contract(s) in force, in particular the information and the personal data which is the responsibility of the Controller to which the Processor has accessed or which it has received by virtue of or in execution of its services shall be deemed confidential.

The information and data which are in the public domain are not confidential, as well as those which are in the possession of the Processor before commencing the provision of its services and which have been obtained by licit means in accordance with the applicable legislation.

The obligation of confidentiality contained in this contract shall be indefinite and shall remain in force after the termination, for any reason whatsoever, of the relationship between the parties.

Subcontracting Personnel: The Processor will be responsible for ensuring that its personnel, collaborators, directors and, in general, all persons under its responsibility who have access to confidential information and personal data of the responsibility of the Controller, respect the confidentiality of the information, as well as the obligations related to the processing of personal data, even after having concluded his relationship with the Processor.

To this end, the Processor shall make all the notices and subscribe all such documents as may be necessary in relation to said persons in order to ensure compliance with such obligations.

Obligations of the Processor: The Processor undertakes the following obligations:

1. Access the personal data of the Controller's responsibility when it is essential for the good execution of the contract (s) that operates with it or for the development of the services/supplies provided.
2. Handle data according to instructions received from the Controller.
3. In the event that the processing includes the collection of personal data in the name and on behalf of the Controller: follow the procedures and instructions received from the Controller.
4. Not assign, apply or use the personal data of Controller's responsibility for a purpose other than that indicated here or for any other purpose that implies a breach of Controller's instructions.
5. Do not disclosure, transfer, assign or otherwise communicate (or even retain) to third parties, personal data held by the Controller.
6. If required by Article 30 of the RGPD: keep a record of all categories of treatment activities performed on behalf of the Controller.
7. Ensure the necessary training on personal data protection of persons authorized to process personal data.
8. Provide support to the Controller on the performance of data protection impact assessments, when applicable.
9. Provide support to the Controller in conducting prior consultations with the Control Authority, where applicable.
10. Adopt and apply the appropriate security measures, in accordance with the provisions of article 32^{1/4} of the RGPD, which guarantee the security of the personal data of the Controller and avoid their alteration, loss, treatment or unauthorized access, taking into account the state of the technology, the nature of the stored data and the risks to which they are exposed, whether resulting from human reaction or from the physical or natural environment.
11. Respect all legal obligations applicable to processors for the treatments.
12. If, by virtue of the applicable legislation, it is necessary to transfer or allow third parties to access the personal data of the Controller's responsibility: inform the Controller in advance of such circumstance or, if legally prevented from doing so do, report as soon as you can.
13. Accept expressly that the Controller may ensure compliance with the measures described herein.

Obligations of the Controller: The Controller assumes the following obligations:

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1. If the processing involves the collection of personal data on its behalf: establish and comply with the corresponding data collection procedures, especially as regarding the duty to inform and, if applicable, obtaining consent of the holders, in compliance with the applicable legislation.
2. If the agreement does not include the collection of personal data on its behalf: comply with the legislation applicable to its collection and transmission to the Processor, particularly giving knowledge to the owners.
3. Inform and obtain the necessary consent for subcontracting the services to the Processor.
4. Fulfill all its obligations as the Controller of data.
5. Instruct the Processor, beforehand, in writing, and in a complete and adequate manner, about the treatment to be given to the data, namely: to identify the data to be collected, processed, modified, stored and disposed of; define the retention period and the actions to be taken regarding the data after this deadline; indicate if and when to perform the pseudonymization of data; inform whether and when to make automated decisions with the data, including the definition of profiles, in accordance with the law; to acquire, even through the Processor, the logical and physical measures of protection adequate to avoid unlawful access; and keep the Processor informed about any and all vicissitudes related to the data. In the event that the Controller does not give instructions or these are incomplete, it is considered that it intends to establish the service defined by the Processor by default.
6. To supervise the processing and compliance by the Processor of the applicable legislation.

Processor's Security Measures: Taking into account the state of the art, the costs of implementation and the nature, scope, context and purpose of data processing, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall apply such technical and organizational measures as may be appropriate to ensure a level of safety appropriate to the risk involved. Such measures may include:

- pseudonymization and encryption of personal data;
- ability to ensure the continued confidentiality, integrity, availability and resilience of systems and treatment services, as well as the availability and access to personal data in a timely manner, in the event of a physical or technical incident;
- a catalog of safety measures recognized in regulations or standards of information security.

In the event that the applicable legislation requires or will require other security measures, the Processor shall proceed to its immediate application without implying any change to the contracts or benefits/supplies that operates with the Controller, proceeding to the necessary adjustment of the price conditions. In the event of a breach of security of personal data in the information systems used by the Processor for the execution of the contract (s) or services / supplies to the Controller, the Processor shall communicate to the Controller, without undue delay and, in any case, before the maximum period of 24 hours, any personal data security breaches of which he is aware, together with all relevant documenting and reporting of the incident provided for in Article 33 (3) of the RGPD. In such event, the Processor shall be responsible for communicating the data protection violations to the Data Protection Authority and / or interested parties, in accordance with the applicable legislation.

Destination of Data Upon Cessation of Relations between the Parties: Upon termination of the relationship between the Controller and the Processor, the Controller shall give to the Processor precise instructions concerning the fate of the personal data in its responsibility, being able to choose between returning them, sending them to another service provider or, when there is no legal provision that requires the retention of the data, destroy them.

The Processor may keep, duly blocked, the personal data of the responsibility of the Controller, as long as there is the possibility of occurrence of responsibilities concerning the relationship between both.

Exercise of Rights with the Processor: The Processor shall immediately transmit (within no more than 1 business day after receipt) to the Respondent any request it receives for the exercise of the right of access, rectification, suppression/deletion, opposition, limitation of treatment, portability of data and not subject to individual automated decisions, made by a holder whose data has been processed by the Processor, by making the request to forward all other information that may have and which may be relevant to the request. Likewise, the Processor shall comply with any instructions regarding rights of access, rectification, suppression/erasure, opposition, limitation of treatment, portability of data and must not be subject to automated individual decisions that it receives from the Controller, as soon as possible, confirming in writing, both the receipt of the request and the execution of the task entrusted.

Subcontracting by the Processor: Processor will partially or totally subcontract the provision of their services to companies with which they have a contract to provide services. The Processor will require its subcontractors to comply with its own obligations in respect of Personal Data Privacy Policy and compliance with the instructions of the Controller. The Subcontractor will inform the Responsible Party of any changes in the number or substitution of other subcontractors, so that they may object. The sub contraction may take place if the Responsible Party does not object within 15 days.

The Processor may contract the auxiliary services necessary for the normal operation of the services. In particular, the Processor will subcontract to the appropriate companies the credit/debit card data management services.

Subcontracting by the Controller: The Controller (even if acting as processor) is bound to inform its clients that it uses the Processor to collect and process the data on its own, as well as it must request the necessary authorizations in accordance with the law to be able to subcontract the Processor.

Liability: Both parties undertake to comply with the obligations set out in this document and applicable legislation concerning personal data.

Disclaimer

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