

## GDPR | Data Processing Agreement

The Customer acknowledges and agrees that it will be Data Controller of Personal Data processed by TravelClick a consequence of the provision of Services as set out under the agreements between the parties as amended from time to time (“the **Agreements**”) and TravelClick will be acting as Data Processor. Notwithstanding the foregoing TravelClick shall be Data Controller in respect of activities relating to the administration of the commercial relationship between it and the Customer such as invoicing and business development. The provisions of this Data Processing Agreement shall not apply to Personal Data which TravelClick processes as Data Controller.

### 1. Definitions

For the purpose of this Data Processing Agreement (the ‘Agreement’), ‘Data Controller’ means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; ‘Data Processor’ means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller; ‘Data Processing Subcontractor’ means any processor engaged by TravelClick in the processing of Personal Data; ‘Data Protection Legislation’ shall mean all applicable laws and regulations including the General Data Protection Regulation (GDPR) relating to the processing of Personal Data and privacy and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them; ‘Personal Data’ means any information relating to an identified or identifiable natural person (‘Data Subject’) processed by TravelClick as Data Processor in relation to provision of the Services; and ‘Processing’ means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

### 2. Summary of Processing

The purpose for TravelClick Processing the Personal Data is TravelClick's provision of the Services to the Customer. This Processing includes such activities as specified in the service description which shall in particular determine the duration and the subject-matter of the Processing, the nature and purpose of the Processing, the type of Personal Data and the categories of natural persons to which the Personal Data relates, as further detailed in Annex 1.

### 3. Obligations of TravelClick as Data Processor

3.1 TravelClick shall only Process the Personal Data in accordance with the Customer's instructions, these instructions will be as set out in this Agreement and further to any other documented instruction provided by the Customer, except to the extent that any legal requirement prevents TravelClick from complying with such instructions or requires the Processing of Personal Data other than as instructed by the Customer. Customer acknowledges that in the provision of the Services under the Agreement TravelClick may transfer Personal Data in accordance with any Data Protection Legislation applicable to TravelClick.

3.2 The Customer agrees that TravelClick may hire other companies to provide limited Processing services on its behalf, provided that TravelClick complies with the provisions of this clause. TravelClick has a general authorisation from the Customer to engage Data Processing

Subcontractors in the Processing of Personal Data. Any such Data Processing Subcontractors will be permitted to process Personal Data only to deliver the services TravelClick has retained them to provide, and they shall be prohibited from using Personal Data for any other purpose. TravelClick remains responsible for its Data Processing Subcontractors' compliance with the obligations of this Agreement. Any Data Processing Subcontractor to whom TravelClick transfers Personal Data will have entered into written agreements with TravelClick requiring that the Data Processing Subcontractor abide by terms no less protective than this Agreement. A list of Data Processing Subcontractors as at the date of this Agreement is available to the Customer upon request. TravelClick shall inform Customer of any changes to the Data Processing Subcontractors used in Processing of Personal Data made after the Effective Date of this Agreement.

If Customer, acting reasonably, objects to the use of a Data Processing Subcontractor, on the basis that such use would present a significant risk that Data Subjects' rights and freedoms would be adversely affected by the use of the said Data Processing subcontractor, Customer may notify TravelClick promptly in writing within fourteen (14) calendar days after receipt of TravelClick notice in accordance with paragraph above providing details of the evidence of such grounds. TravelClick shall use reasonable endeavors to resolve the reasons for Customer's objections or to procure use of a different Data Processing Subcontractor.

If TravelClick is unable to or fails to resolve the reasons for Customer's objections or to procure use of a different Data Processing Subcontractor within a reasonable period of time, Customer may terminate the Services which cannot be provided by TravelClick without the use of the Data Processing Subcontractor to which Customer objects by providing written notice to TravelClick, provided Customer will not be entitled to claim damages in respect such termination.

- 3.3 TravelClick shall ensure that any Processing of Personal Data is subject to appropriate technical and organizational measures against unauthorised or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data in accordance with Data Protection Legislation applicable to TravelClick.
- 3.4 TravelClick shall ensure only staff authorised by TravelClick to access the Personal Data are subject to a duty of confidentiality in respect of the Personal Data.
- 3.5 TravelClick shall, at the choice of the Customer, delete or return all Personal Data to the Customer after the end of the Processing of Personal Data under the Agreement, unless TravelClick is required to retain the Personal Data by applicable law.

#### 4. Assistance

##### 4.1 TravelClick shall:

- 4.1.1 inform Customer of any requests or queries from a Data Subject, regulatory authority or any other law enforcement authority regarding Processing of Personal Data under this Agreement and provide Customer with any information and assistance that may reasonably be required to respond to any such requests or queries;
- 4.1.2 provide reasonable assistance to Customer, in accordance with and as set forth in applicable Data Protection Legislation, in respect of the Customer's compliance with (i) the security of the Processing; (ii) the notification of a Personal Data Breach (as defined below) to the competent supervisory authority; (iii) the communication of the Data Breach to the Data Subject; (iv) the carrying out of an assessment of the impact of the

envisaged Processing operations on the protection of Personal Data; and (v) prior consultations to the competent supervisory authority prior to Processing where a data protection impact assessment indicates that the Processing would result in a high risk in the absence of measures taken by the Data Controller to mitigate the risk, taking into account the nature of the Processing undertaken by TravelClick and the information available to TravelClick;

- 4.1.3 notify Customer without undue delay on becoming aware of any security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed by TravelClick in connection with this Agreement ('Personal Data Breach'); and
- 4.1.4 make available to Customer information reasonably necessary to demonstrate compliance with TravelClick's Personal Data Processing obligations under this Agreement. If Customer, acting reasonably, considers that TravelClick has not provided sufficient evidence of its compliance, Customer must notify TravelClick in writing providing evidence of such concerns and TravelClick shall use reasonable endeavours to resolve Customer's concerns. If TravelClick is unable to resolve Customer's concerns, Customer may, as required under mandatory data protection law, audit TravelClick's control environment and security practices relevant to the Personal Data Processed under this Agreement for Customer. Any audits conducted by Customer pursuant to this provision shall be subject to the execution of an appropriate confidentiality agreement with TravelClick, compliance with TravelClick's on-site security policies and to the following conditions unless required otherwise by request from a regulator:
  - a) shall be limited no more than one (1) audit per calendar year;
  - b) audits will be carried out during normal working hours, without disturbing business operations;
  - c) at least thirty (30) days prior written notice is provided; and
  - d) if conducted by a third party auditor appointed by Customer, (i) TravelClick may reject the auditor appointed by Customer if the auditor is a competitor of TravelClick, or otherwise manifestly unsuitable, and (ii) the third party auditor will be required to sign an appropriate confidentiality agreement with TravelClick and comply with TravelClick's on-site security policies; and
  - e) Customer will provide TravelClick with a copy of the audit report.
- 4.2 TravelClick reserves the right to charge Customer a reasonable fee for the assistance provided by TravelClick under Clause 4.1.
5. Indemnities
  - 5.1 The Customer shall indemnify TravelClick against all claims, liabilities, costs, expenses, administrative fines, damages and losses incurred by TravelClick originated due to the Personal Data Processing Services carried out by TravelClick on behalf of the Customer except to the extent that TravelClick has not complied with its obligations under this Agreement or where TravelClick has acted outside or contrary to lawful instructions of the Customer.

6. Limitation of Liability

WITHOUT ANY PREJUDICE TO ANY RIGHTS OF THE DATA SUBJECT UNDER THIS AGREEMENT, THE PARTIES AGREE THAT TRAVELCLICK'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY) IS LIMITED TO THE TOTAL AMOUNTS PAID BY CUSTOMER UNDER THE AGREEMENTS FOR SERVICES FROM TRAVELCLICK IN THE 6 MONTHS PRECEDING THE DATE TRAVELCLICK FIRST RECEIVED NOTICE OF THE CLAIM GIVING RISE TO THAT LIABILITY.

## **Annex 1 | Details of the Processing of Personal Data**

### **1. Details of the Processing of Personal Data**

#### **1.1 Subject matter of the Processing of Personal Data**

This Annex relates to the processing of Personal Data in connection with the provision of the Services provided to Customer. The source of the Personal Data comes either directly from the Customer or any other sources authorized by the Customer.

#### **1.2 Nature and purpose of the Processing of Personal Data**

The Personal Data transferred will be subject to the basic processing activities as set out in the service descriptions under the agreements between the parties.

#### **1.3 Categories of Data Subjects to whom Personal Data relates**

- Hotel Guests
- Customer's employees

#### **1.4 Types of Personal Data to be processed**

Personal Data Processed by TravelClick is supplied by or under instruction of the Customer.

- Hotel Guests

Guest information: salutation, last name, first mail, title, email, company, address 1, address2, city, state, postal code, country, phone, frequent guest id, initial\_, phoneday, phoneevening, rawstreetaddr, lastupdate, users, unsubscribe, gsource, groupconame, birthdate, corpid, frequent\_guestid, lastccno, contacttitle, contactfirstname, contactlastname, contactemail, airtravelerid, cartravelerid, guest profile, ip.

Payment information: credit card type, credit card number, expiration date, name on card, billing address 1, billing address 2, billing city, billing country, billing state, billing postal code, billing code

- Customer's employees

First and last name; email address; position

#### **1.5 Duration of the Processing of Personal Data**

The Term of the relevant service agreement between the parties.

## Annex 2 | Standard contractual clauses

[THESE STANDARD CONTRACTUAL CLAUSES ARE ONLY APPLICABLE TO NON-EEA CUSTOMERS]

### Clause 1

#### *Definitions*

For the purposes of the Clauses:

- (a) *'personal data'*, *'special categories of data'*, *'process/processing'*, *'controller'*, *'processor'*, *'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

For the purposes of this Directive

*'personal data'* shall mean any information relating to an identified or identifiable natural person ('data subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

*'special categories of data'* shall mean any personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

*'process/processing'* shall mean any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

*'controller'* shall mean the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of processing are determined by national or Community laws or regulations, the controller or the specific criteria for his nomination may be designated by national or Community law;

*'processor'* shall mean a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller;

*'data subject'* shall mean an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

*'supervisory authority'* shall mean one or more public authorities who are responsible for monitoring the application within its territory of the provisions adopted by the Member States

pursuant to this Directive. These authorities shall act with complete independence in exercising the functions entrusted to them.

- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## *Clause 2*

### ***Details of the transfer***

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

## *Clause 3*

### ***Third-party beneficiary clause***

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by

operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

*Clause 4*

***Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).



*Clause 5*

***Obligations of the data importer***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

*Clause 6*

***Liability***

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

*Clause 7*

***Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

*Clause 8*

***Cooperation with supervisory authorities***

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

*Clause 9*

***Governing Law***

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

*Clause 10*

***Variation of the contract***

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

*Clause 11*

***Subprocessing***

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

*Clause 12*

***Obligation after the termination of personal data processing services***

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

## APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

### **Data exporter**

The data exporter is (please specify briefly your activities relevant to the transfer): A hotel chain, who processes the categories of data below for the purpose of processing the guests' reservations the data exporter receives through the data importer's booking system; and for web services, GMS, Media and Business intelligence services.

### **Data importer**

The data importer is (please specify briefly activities relevant to the transfer): A software as a service (SaaS) company providing web hosting services, reservation/booking services, GMS, Media and business intelligence services to hotels.

### **Data subjects**

The personal data transferred concern the following categories of data subjects (please specify): Hotel guests; Employees of data exporter using the services

### **Categories of data**

The personal data transferred concern the following categories of data with respect to hotel guests (please specify):

Guest information: salutation, last name, first mail, title, email, company, address 1, address2, city, state, postal code, country, phone, frequent guest id, initial\_, phoneday, phoneevening, rawstreetaddr, lastupdate, users, unsubscribe, gsource, groupconame, birthdate, corpid, frequent\_guestid, lastccno, contacttitle, contactfirstname, contactlastname, contactemail, airtravelerid, cartravelerid, guest profile, IP.

Payment information: credit card type, credit card number, expiration date, name on card, billing address 1, billing address 2, billing city, billing country, billing state, billing postal code, billing code

The personal data transferred concern the following categories of data with respect to Data exporter employees (please specify): First and last name; email address; position

### **Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data (please specify): None.

### **Processing operations**

The personal data transferred will be subject to the following basic processing activities (please specify):

As indicated on any agreement for Services from TravelClick, Inc. involving the processing of Personal Data on behalf of the Data exporter.

## **Liability**

Without any prejudice to any rights of the Data Subject under these Clauses, the Parties agree that each Party's liability arising out of or related to these Clauses (whether in contract, tort or under any other theory of liability) is subject to Section 6 of the Agreement (Limitation of Liability).

No Party shall be entitled to make more than one claim for the same loss against the other Party, irrespective of whether the cause of such loss arises hereunder or under any other agreement. In the event that a claim has been made and paid for in relation to particular loss under these clauses or any other agreement, any other claim for the same loss will be reduced by the payment already made.

## **Audit Rights**

Without any prejudice to any rights of the Data Subject under these Clauses, the Parties agree that audit rights will be carried out as set out in Section 4.1.4. of the Agreement.

## **Subprocessing**

Without any prejudice to any rights of the Data Subject under these Clauses, the Parties agree that engagement of Data Processing subcontractors will be carried out as set out in Section 3.2 of the Agreement.

## Appendix 2 | Security Measures

### Description of the technical and organisational security measures implemented by TravelClick:

Data Importer has the following security measures

1. Governance
  1. Corporate security department
  2. Dedicated security personnel
  3. Corporate security policy and procedures
  4. Corporate change management process
2. Infrastructure
  1. Network based IDS (intrusion detection systems)
  2. 3-tier architecture
  3. Centralized event logging
  4. Server hardening processes and build standards
  5. Anti-Virus infrastructure
3. Audit / Compliance
  1. PCI DSS yearly certification.
  2. Monthly vulnerability scans (Internet facing servers)
  3. Yearly penetration testing
  4. Internal audits (users, systems, security controls)
  5. Policy and procedure review annually
4. Vendor Management
  1. Current vendor support agreements