



DATA PRIVACY GUIDELINES

These Data Privacy Guidelines (the "Guidelines") set forth the terms and conditions under which Nuevah provides its service to and for the benefit of its Clients. By using the Nuevah services, the Client agrees to and accepts the following Guidelines.

1. SCOPE, DEFINITIONS AND INTERPRETATION

1.1 These Guidelines form an integral part of the agreement between the Client and Nuevah (including Terms & Conditions and Privacy Policy, the "Agreement") and must be read in conjunction therewith. Except as otherwise provided for herein the Agreement remain unchanged and in full force and effect. If there is conflict between this Guideline and the Agreement, the terms of the Guidelines will prevail.

2. DATA PRIVACY

2.1 Each Party shall take reasonable steps to protect personal data (i.e., information that relates to an identified or identifiable natural person) processed in the context of the Agreement against loss and unauthorized access, use, deletion and disclosure; and, as required by applicable laws, process personal data in a manner that ensures appropriate confidentiality and security of the personal data.

2.2 The Client acknowledges that it is responsible for the handling and security of the personal data it holds and processes within the context of the Agreement and Nuevah acknowledges that it is responsible for the handling and security of the personal data it processes within the context of the Agreement. The Client shall provide personal data to Nuevah only if such disclosure is permitted under applicable laws. Nuevah shall be a data controller (i.e. determines the purposes and means of the data processing) for any personal data it processes. The Client shall become data controller upon receipt of the personal data. Each Party shall be solely responsible for the processing of personal data by itself or on its behalf in accordance with applicable data protection laws. The Parties shall, if required by applicable laws, cooperate in good faith and provide assistance in the event data subjects wish to exercise their rights of access, correction, erasure or portability, or in case of requests from competent authorities to demonstrate compliance with obligations applicable to the Party.

2.3 The Client warrants that it has, as required by applicable laws, duly and diligently informed (and as required by applicable laws, obtained consents from) its staff members, agents, representatives and other individuals about the processing of their personal data by Nuevah and the cross-border transfer of their personal data to countries that do not provide for adequate protection of rights of personal data subjects.

2.4 The Client shall process personal data that Nuevah received from external and internal reservations channels as part of the Services under the Agreement only so far as necessary to perform the requested reservation services, or as otherwise agreed to between the Parties in writing, in accordance with applicable law, including (if applicable) Directive 95/46/EC and 2002/58/EC (as amended or replaced by subsequent legal acts) on the processing of personal data and the protection of privacy or the EU General Data Protection Regulation or if Client has obtained explicit consent from the guest to any other use of guest's personal data.

2.5 If the Client will or intends to notify guests or other parties (e.g., competent data protection and/or government authorities) of a data breach (any discovered or suspected incident resulting in accidental, unlawful, or unauthorized destruction of, loss of, alteration of, access to, disclosure of, or use of personal data) involving personal data received by the Client through Nuevah, and the notification will reference Nuevah, the Client shall first, to the extent permitted by law, provide any draft notification and related correspondence to Nuevah and reasonably cooperate with Nuevah in finalizing such notification and correspondence and other communication that may follow with the guests or authorities. The Client acknowledges that Nuevah retains the right to voluntarily inform its users about any such data breach. For the avoidance of doubt, the Client shall not notify guests or other parties of a data breach involving personal data that Nuevah hosts on Nuevah servers (defined in 3.2) without prior written authorization from Nuevah.

2.6 In case the party contracting with Nuevah is not directly processing personal data of guests under its own control (e.g. as may be applicable in case of chains, property management companies etc.), this Clause 2 shall be read to apply to the Client ultimately processing the personal data of guests. In such case, either contracting party and/or the Client may be considered the (sole) data controller of any guest data processed in the context of the Agreement.

3. USE OF NUEVAH ONLINE SERVICES

3.1 Notwithstanding anything to the contrary in the Agreement, the Client agrees to comply and have individuals acting on its behalf, comply with the Nuevah Agreement, as made available on www.nuevah.com

3.2 Nuevah offers the Client online access to the services. The Client shall safeguard and keep the user ID and password confidential and secure, and shall not disclose the user ID and password to any person other than those who need to have access to the Nuevah Platform to fulfill their job responsibilities. The Client shall notify Nuevah at support@nuevah.com within 24

hours of any actual or suspected breach of security or confidentiality involving the user ID and password used to access the Nuevah Platform.

3.3 The Client agrees not to use the Notifications Service to send unsolicited electronic communications to any individual. The Client will fully indemnify Nuevah for any claims of third parties or fines resulting from unlawful or unauthorized use of the Notifications Service by Client for its own purposes.

4. PAYMENT CARD SECURITY

4.1 To the extent, the Client processes payment card information obtained by the Client through the Nuevah Portal, the Client is required to comply and to have its service providers comply on an ongoing basis with the requirements, compliance criteria and validation processes set forth in the current Payment Card Industry (PCI) Data Security Standard issued by the major credit card companies.