



This Data Processing Agreement (hereinafter, the “DPA”) regulates the processing of personally identifiable information in the framework of the provision of services under the agreement signed between the Parties (hereinafter, the “Agreement”).

The Parties acknowledge that either Party may act as the data controller and/or the data processor, or as data processor and sub-processor, for the purposes of fulfilling their obligations under the Agreement.

Definition:

“Data Protection Legislation”: all applicable legislation to the protection of personal data, including the Regulation (EU) 2016/679, also known as “General Data Protection Regulation” or “GDPR”, any regulation, law or act implementing or amending it, national or European, as well as any guide, guideline, recommendation, resolution, report or judgement from national or European data protection agency or supervisor;

### **Data Processing Agreement Terms**

1.1. The Parties acknowledge and agree that a Party is a data controller or a data processor of the personal data according to the definitions established under GDPR. Where a Party sharing or providing the personal data to the other Party is already acting as data processor with respect to such data, which is responsibility of third-party data controller, the sharing Party would be considered as data processor and, specifically and exclusively for this scenario, any references made to data controller from clause 1.3 onwards in this DPA are understood to be made to this data processor sharing data which is responsibility of another third-party controller.

1.2. Nature of the processing activity:

1.2.1. For the provision of booking and reservation intermediation services for accommodation and/or ancillaries (transfers, activities, attractions, tickets and car hire) to online and offline travel agencies, retail travel agencies, tour operators, airlines, loyalty schemes or similar where the Hotelbeds legal entity Party to the Agreement will act as data processor and said travel agency, tour operator, airline, loyalty scheme or similar as data controllers, including:

- Types of data: name, surname
  - if local regulations or the provision of the services so require, email address, phone number, IP address, date of birth, and/or passport number.
- Categories of data subjects: guests and end consumers.
- Types of processing activities: recording, organisation, structuring, storage, retrieval, consultation, use, transmission, adaptation or alteration, erase or destruction.

1.2.2. Exclusively for the addressing of claims, concerns and complains related to the accommodation and/or ancillaries, where the Hotelbeds legal entity Party to the Agreement will act as data processor and the accommodation provider, the ancillary services provider or the third party supplier will act as data controller, including:

- Types of data: name, surname, email address and/or phone number to the extent they are provided by customers for the resolution of claims, concerns and complains regarding the accommodation or ancillary services provided, and/or personal data that may be included in such complaints made by customers as a result of the provision of such services, including data on personal injuries.
- Categories of data subjects: guests and end consumers.
- Types of processing activities: recording, organisation, structuring, storage, retrieval, consultation, use, transmission, adaptation or alteration, erase or destruction.

1.3. Each Party, while acting as a data processor, agrees and acknowledges that the other Party will determine the purposes and manner of the processing of the personal data which it is a data controller, including for the purposes of:

- a) Conducting risk management activities including fraud monitoring, prevention, detection and prosecution, as well as authentication and authorization management;



- b) Conducting anti-money laundering, financial crime and other related screening checks;
- c) Complying with any law or regulation that is applicable to it;
- d) Assessing and/or mitigating financial, information security, sector credit and insurance risks arising in connection with the Agreement;
- e) Managing and/or performing the obligations under the Agreement or this DPA and the relationships derived from it including but not limited to transmission of data including personal data in order to complete bookings; and
- f) Meeting any of our legal or regulatory obligations whilst performing the obligation under this DPA or the Agreement.

1.4. Each Party, while acting as a data processor for the other Party, undertakes that it shall:

- a) Comply with, and only process the relevant personal data in accordance with the documented instructions of the Party acting as data controller, as necessary to perform the relevant services or as otherwise agreed between the Parties;
- b) In delivering the services under the Agreement, employ only personnel who have committed themselves to confidentiality or are under an obligation of confidentiality;
- c) Ensure that the access to personal data shall be only authorized to those members of its staff or partners which by virtue of the nature of their working duties, are strictly necessary in order to provide the services agreed by the Agreement;
- d) Implement and maintain at all times the appropriate operational, managerial, physical, technical and organizational security measures in accordance with the GDPR to ensure level of security appropriate to the risk in order to protect the personal data and to prevent, and take prompt and proper remedial action against accidental, unauthorized or unlawful destruction, loss, alternation, disclosure or access;
- e) Subject to being generally authorized to engage such third parties as are strictly necessary to fulfil the obligation under this DPA, not partly or entirely engage another processor without prior specific or general written authorization of the Party acting as data controller. If the Party acting as data processor is unsure whether authorization is required, it must take a cautionary approach and request authorization from the other Party as well as impose on the relevant processor any all obligations set forth in this DPA by means of a corresponding contract or other legal binding act;
- f) Use personal data, only when necessary for the performance of the services under the Agreement. In any case, personal data provided by the Party acting as a data controller may not be used by said Party for its own purposes;
- g) Promptly notify the Party acting as a data controller when the Party acting as data processor or its staff find that the GDPR or other data protection applicable laws have been infringed as well as to assist the same in any and all obligations derived from Data Protection Legislation;
- h) Comply with the Data Protection Legislation and any other applicable guidelines that are applicable to it;
- i) Render all information necessary to demonstrate compliance with the obligations laid down in this DPA as well as in Data Protection Legislation, and shall ensure that the data controller can convince itself of the compliance with the technical and organizational measures taken by the data processor and other processors engaged by the data processor, if any, and allow for and contribute to audits, including inspections, conducted by the data controller, at its expense, or another auditor mandated by the data controller, carried out in business hours without interfering with data processor's normal business activity, with thirty (30) day prior notice;
- j) Maintain a record of processing activities on behalf of the data controller in accordance with Article 30 of the GDPR;
- k) At the request of the Party acting as a data controller, provide and cooperate with the same in any reasonable enquiries as to the Party's technical and organizational measures in relation to personal data that it processes;
- l) Promptly inform the Party acting as a data controller, and in any event within five (5) business days, of any inquiry or complaint received from data subjects or a competent Regulatory Authority relating to the services provided in the Agreement (including but not limited to requests of data subjects over any rights pertaining to their personal

data) and will furnish all reasonable assistance to the Party acting as a data controller to enable the same to respond to such inquiries or complaints and to meet applicable statutory or regulatory deadlines;

- m) Maintain the secrecy regarding personal data to which it has accessed under this DPA;
- n) Exonerate the Party acting as data controller from liability, costs (including legal costs), loss, claim and other harmful effects arising from the actions or omissions of the data controller that may result in the infringement of its instructions, or of any laws, regulations or the contractual clauses;
- o) Not publish, disclose or divulge (and ensure that its personnel do not publish, disclose or divulge) any personal data to any third party unless permitted by this DPA, necessary for the fulfilment of the same or required under applicable law;
- p) When necessary, support the Party acting as data controller when it carries out a privacy impact assessment regarding certain data processing activities as well as when said Party consults the 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;
- q) On the termination of the provision of relevant services and, in any case, no later than 30 (thirty) working days after the termination, either destroy or arrange for the prompt and safe return of all the personal data provided and the documents or supporting materials thereof to the Party acting as data controller, except if required to store for longer periods under applicable law;
- r) Notwithstanding the above, store a copy of personal data processed and/or stored during the prescription periods of liabilities arising from the execution of the agreed services. In this case, the data processor warrants it will not process or disclose the personal data, unless the data processor is required to make data available to Public Administration, Judges and Courts and other competent authorities during the referred prescription periods;
- s) In the event that it becomes aware of a security breach, compromise, or theft leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any personal data: (i) promptly notify the Party acting as a data controller of circumstances and scope of such and event once known; (ii) dedicate appropriate resources to investigating; (iii) take appropriate steps to mitigate the scope of such an event and the damage, loss, and other negative consequence thereof; (iv) reasonably liaise with the Party acting as data controller in resolution of the incident; and (v) take any and all measures as required by Data Protection Legislation;
- t) Ensure that the processing of the personal data carried out by said Party takes place in the countries necessary in order to meet the obligations for the provision of the services set out in the Agreement and then only on such terms as the data controller may reasonably require. Any other transfer into a third country is subject to the prior consent of the data controller and may only be carried out when the special requirements for such transfers are met and the data controller shall ensure that requirements in Data Protection Legislation relating to international data transfers are met before any such transfer. This may include a requirement for the Parties to enter into the EU Model Contract Clauses ("Model Clauses"), or any other instrument updating, amending or substituting such, for the transfer of personal data to third countries prior to any such transfer. For the purposes of this DPA, the data controller agrees that the personal data may be transferred to or processed outside the EEA subject to the prior formalisation of the Model Clauses or such other measures between the data exporter and the data importer as may be required to ensure compliance with Data Protection Legislation.

1.5 The foregoing notwithstanding, if the Party acting as data processor is of the opinion that an instruction of the Party acting as data controller infringes any EU or EU Member State data protection provisions, the Party acting as data processor shall point that out to the other Party in writing without delay. In case of proven infringements, the Party acting as data processor is entitled to suspend the performance of the respective instruction.

1.6 Each Party, while acting as data controller, undertakes that it shall:



- a) provide the other Party with personal data needed for carrying out the services agreed;
  - b) ensure compliance with the GDPR and other personal data protection local laws previously and during the processing carried out by the data processor;
  - c) monitor the processing of personal data;
  - d) ensure that, in respect of all personal data provided to the other Party under this DPA, and in respect of the use of such personal data under this DPA, all necessary fair processing notices have been provided to and consents obtained from data subjects, where required, by the Party acting as data controller, and all necessary steps have been taken to ensure that such personal data has been gathered and processed in accordance with the principles set out in the Data Protection Legislation, including in particular those relating to (i) lawful, fair and transparent processing; (ii) specified, legitimate and explicit purposes; and (iii) adequate, relevant and not excessive processing.
- 1.7 Each Party, while acting as data controller, shall be entitled to demand the return of the data, documents and information left to the Party acting as data processor at any time and without stating any reasons, during the term of this DPA or the Agreement.