

# Privacy, Terms & Conditions

## GRANT OF LICENCE

BNH Ltd ("BNH," "We" or "Our") with registered office Cms House, Third Floor, St. Peter's Street, San Gwann, Sgn 2310, Malta, provides its Channel Management Software and BookNowEngine Software and related services ("BNH Software") to You subject to these Terms And Conditions.

By accepting these Terms, or by accessing or using the BNH Software, You represent and acknowledge that You have read, understood, and agree to be bound by these Terms, and that the information You provide in registering with the BNH Software is accurate, complete, and is Yours or within Your right to use. If You are entering into these Terms on behalf of a company or another legal entity, You represent that You have the authority to bind such entity and its affiliates to these Terms, in which case the terms "You," "Your" or related capitalized terms herein shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the BNH Software.

You acknowledge that these Terms constitute a contract between You and BNH, even though it is electronic and is not physically signed by You and BNH, and that these Terms govern Your use of the BNH Software and supersede any prior agreements between You and BNH.

## BNH SOFTWARE

The BNH Software includes the Channel Manager web application, The BookNowEngine web application, the help desk system, connectivity API's, and the related support services provided to You, including all software, data, text, images, sounds, videos, and other content provided by BNH. Any new features added to or augmenting the BNH Software and related services are also subject to these Terms.

## SECURITY

BNH shall provide You with a user name and password to access the BNH Software.

All users who that access the BNH Software service do so with User account(s) which are provided to them by BNH. You are responsible for maintaining the confidentiality of your user account information and your password. You agree to accept responsibility for all activities and changes to data that occur under your user account(s) or password(s). BNH will not be held accountable for changes made by either the users or the Booking Channels.

## IDENTITY AUTHENTICATION

We use many techniques to identify You when You register on the BNH Software. To comply with legislative requirements, and global sanctions, we screen our customer accounts and may collect information from You to satisfy such requirements and sanctions. We may request that You provide us with documentation to help prove Your identity for business verification purposes. Under these terms of use, You authorize BNH, directly or through third parties, to make any inquiries we consider necessary to validate Your registration.

## SCHEDULED SYSTEM INTERRUPTION

BNH may make changes to the BNH Software from time to time.

To apply upgrades and other changes to the System Software the BNH Software may be made temporarily unavailable. To minimize impact to your usage of the system, BNH will attempt to make any outages as short as possible and at a time of day where system usage is at its minimum.

## FEES

BNH reserves the right to change fees to You, unless You have signed a 12 or 24 month user agreement in which case the pricing terms of such agreement will take precedence over these terms and conditions.

## SITE CONTENT

You are solely responsible for the accuracy and currency of the Data entered into the BNH Software under Your user account. You agree to indemnify BNH, its related companies, officers, employees and its suppliers against liability or loss arising from, and cost incurred in connection with any data entered into the BNH Software under your account.

#### DISCLAIMER OF WARRANTIES

BNH, its related companies, officers, employees and its suppliers provide the BNH Software and related services "as is" and without any warranty or condition, express, implied or statutory to the maximum extent permitted by law. BNH, its related companies, officers, employees and its suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to the maximum extent permitted by law. We do not guarantee continuous, uninterrupted access to BNH Software and related services, and operation of the BNH Software and our website(s) may be interfered with by numerous factors outside of our control.

#### LIMITATION OF LIABILITY.

No Consequential Damages. Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will either party to these terms, or such party's affiliates or their respective officers, directors, employees, agents, suppliers or licensors be liable to the other party or any third party for any indirect, incidental, special, exemplary, consequential, punitive or other similar damages, including lost profits, lost sales or business, lost data, business interruption or any other loss incurred by such party in connection with this agreement or the service, regardless of whether such party has been advised of the possibility of or could have foreseen such damages.

Force Majeure And Third Parties. You agree that BNH is not liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any government authority, war, sabotage, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of Services.

Limits On Monetary Damages. Notwithstanding anything to the contrary in these terms, BNH's (including any of its affiliates) aggregate liability, for damages (monetary or otherwise) under these terms during any calendar year for claims made by you or any third party arising from our service, shall be limited to the lesser of (i) actual damages incurred, or (ii) payments made by you for the service during the twelve (12) months preceding the claim. The parties acknowledge and agree that the essential purpose of this clause is to allocate the risks under these terms between the parties and limit their potential liability given the fees charged under this agreement, which would have been substantially higher if BNH were to assume any further liability other than as set forth herein. The parties have relied on these limitations in determining whether to enter into this agreement.

#### INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that BNH owns all right, title and interests in and to the BNH Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the BNH Software), the accompanying documentation and printed materials, and any copies of the BNH Software. BNH does not grant You any right, title or interest in or to the BNH Software.

The URLs representing the BNH website(s), "BookNowHotel" and all related logos of our products and services described in our website(s) are either subject to copyright, trademark or existing registered trademark ownership by BNH and may not be copied, imitated or used, in whole or in part, without the prior written permission of BNH.

#### ASSIGNMENT; ENTIRE AGREEMENT; REVISIONS

Either party may assign or transfer these Terms, in whole or in part, without restriction, provided the assignee agree to be fully bound by these Terms. These Terms supersede prior versions of these Terms, or any other discussions, agreements or understandings by or among the parties (other than written agreements accepted by both parties). We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. We will notify You of such changes and direct You to the latest version.

## SEVERABILITY

If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

## INDEMNITIES AND RELEASES

You agree to indemnify and keep indemnified BNH, its related companies, officers, employees and its suppliers against liability or loss arising from, and cost incurred in connection with, damage, loss, injury or death to any third party caused or contributed to by Your act, neglect or default, or the act, neglect or default of Your servants and agents;

## CONFIDENTIALITY

BNH acknowledges that, in the course of its performance of this Agreement, it may become privy to certain information that You deem s as being proprietary and confidential. Confidential Information means any information of Yours that is by its nature is confidential or is designated by You as confidential. BNH agrees that it will use Your Confidential Information solely for the purposes of the provision of the BNH service to You and will not dis clos e Your Confidential Information, directly or indirectly, to any third party without Your prior written consent.

## CANCELLATION AND TERMINATION

BNH reserves the right to terminate Your access to the BNH Software at any time for any reason whatsoever. BNH shall not be liable to You or any third party for any modification, suspension or discontinuation of the Service. If You breach any of the terms of this agreement BNH reserves the right to terminate Your access to the BNH Software immediately on becoming aware of such breach.

You may cancel your subscription with 30 days notice, by emailing BNH.

## SURVIVAL

Intellectual Property Rights), Cancellation and Termination, Disclaimer of Warranties, Limitation of Liability, Indemnities And Releases, Assignment; Entire Agreement; Revisions, Severability, and Governing Law will survive any termination of these Terms.

## GOVERNING LAW

These Terms And Conditions are governed by and interpreted under the laws of Malta. Our failure to act with respect to a breach by You or others does not waive our right to act with respect to subsequent or similar breaches. These Terms And Conditions detail the entire understanding between us concerning its subject matter.

# Privacy

## Owner and Data Controller

### Types of Data collected

Among the types of Personal Data that this Application collects, by itself or through third parties, there are: first name, last name, province, state, ZIP/Postal code, city, address, company name, Contacts permission, Phone permission and SMS permission.

Complete details on each type of Personal Data collected are provided in the dedicated sections of this privacy policy or by specific explanation texts displayed prior to the Data collection.

Personal Data may be freely provided by the User, or, in case of Usage Data, collected automatically when using this Application.

Unless specified otherwise, all Data requested by this Application is mandatory and failure to provide this Data may make it impossible for this Application to provide its services. In cases where this Application specifically states that some Data is not

mandatory, Users are free not to communicate this Data without consequences to the availability or the functioning of the Service.

Users who are uncertain about which Personal Data is mandatory are welcome to contact the Owner.

Any use of Cookies – or of other tracking tools – by this Application or by the owners of third-party services used by this Application serves the purpose of providing the Service required by the User, in addition to any other purposes described in the present document and in the Cookie Policy, if available.

Users are responsible for any third-party Personal Data obtained, published or shared through this Application and confirm that they have the third party's consent to provide the Data to the Owner.

## Mode and place of processing the Data

### Methods of processing

The Owner takes appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Owner, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of this Application (administration, sales, marketing, legal, system administration) or external parties (such as third-party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Owner at any time.

### Legal basis of processing

The Owner may process Personal Data relating to Users if one of the following applies:

- Users have given their consent for one or more specific purposes. Note: Under some legislations the Owner may be allowed to process Personal Data until the User objects to such processing (“opt-out”), without having to rely on consent or any other of the following legal bases. This, however, does not apply, whenever the processing of Personal Data is subject to European data protection law;
- provision of Data is necessary for the performance of an agreement with the User and/or for any pre-contractual obligations thereof;
- processing is necessary for compliance with a legal obligation to which the Owner is subject;
- processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Owner;
- processing is necessary for the purposes of the legitimate interests pursued by the Owner or by a third party.

In any case, the Owner will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

### Place

The Data is processed at the Owner's operating offices and in any other places where the parties involved in the processing are located.

Depending on the User's location, data transfers may involve transferring the User's Data to a country other than their own. To find out more about the place of processing of such transferred Data, Users can check the section containing details about the

processing of Personal Data.

Users are also entitled to learn about the legal basis of Data transfers to a country outside the European Union or to any international organization governed by public international law or set up by two or more countries, such as the UN, and about the security measures taken by the Owner to safeguard their Data.

If any such transfer takes place, Users can find out more by checking the relevant sections of this document or inquire with the Owner using the information provided in the contact section.

## Retention time

Personal Data shall be processed and stored for as long as required by the purpose they have been collected for.

Therefore:

- Personal Data collected for purposes related to the performance of a contract between the Owner and the User shall be retained until such contract has been fully performed.
- Personal Data collected for the purposes of the Owner's legitimate interests shall be retained as long as needed to fulfill such purposes. Users may find specific information regarding the legitimate interests pursued by the Owner within the relevant sections of this document or by contacting the Owner.

The Owner may be allowed to retain Personal Data for a longer period whenever the User has given consent to such processing, as long as such consent is not withdrawn. Furthermore, the Owner may be obliged to retain Personal Data for a longer period whenever required to do so for the performance of a legal obligation or upon order of an authority.

Once the retention period expires, Personal Data shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

## The purposes of processing

The Data concerning the User is collected to allow the Owner to provide its Services, as well as for the following purposes: Contacting the User and Device permissions for Personal Data access.

Users can find further detailed information about such purposes of processing and about the specific Personal Data used for each purpose in the respective sections of this document.

## Device permissions for Personal Data access

Depending on the User's specific device, this Application may request certain permissions that allow it to access the User's device Data as described below.

By default, these permissions must be granted by the User before the respective information can be accessed. Once the permission has been given, it can be revoked by the User at any time. In order to revoke these permissions, Users may refer to the device settings or contact the Owner for support at the contact details provided in the present document.

The exact procedure for controlling app permissions may be dependent on the User's device and software.

Please note that the revoking of such permissions might impact the proper functioning of this Application.

If User grants any of the permissions listed below, the respective Personal Data may be processed (i.e accessed to, modified or removed) by this Application.

## Contacts permission

Used for accessing contacts and profiles on the User's device, including the changing of entries.

## Phone permission

Used for accessing a host of typical features associated with telephony. This enables, for instance, read-only access to the "phone state", which means it enables access to the phone number of the device, current mobile network information, or the status of any ongoing calls.

## SMS permission

Used for accessing features related to the User's messaging including the sending, receiving and reading of SMS.

## Detailed information on the processing of Personal Data

Personal Data is collected for the following purposes and using the following services:

### Contacting the User

#### Mailing list or newsletter (this Application)

By registering on the mailing list or for the newsletter, the User's email address will be added to the contact list of those who may receive email messages containing information of commercial or promotional nature concerning this Application. Your email address might also be added to this list as a result of signing up to this Application or after making a purchase.

Personal Data collected: address, city, company name, first name, last name, province, state and ZIP/Postal code.

### Device permissions for Personal Data access

This Application requests certain permissions from Users that allow it to access the User's device Data as described below.

#### Device permissions for Personal Data access (this Application)

This Application requests certain permissions from Users that allow it to access the User's device Data as summarized here and described within this document.

Personal Data collected: Contacts permission, Phone permission and SMS permission.

## The rights of Users

Users may exercise certain rights regarding their Data processed by the Owner.

In particular, Users have the right to do the following:

- **Withdraw their consent at any time.** Users have the right to withdraw consent where they have previously given their consent to the processing of their Personal Data.
- **Object to processing of their Data.** Users have the right to object to the processing of their Data if the processing is carried out on a legal basis other than consent. Further details are provided in the dedicated section below.
- **Access their Data.** Users have the right to learn if Data is being processed by the Owner, obtain disclosure regarding certain aspects of the processing and obtain a copy of the Data undergoing processing.
- **Verify and seek rectification.** Users have the right to verify the accuracy of their Data and ask for it to be updated or corrected.

- **Restrict the processing of their Data.** Users have the right, under certain circumstances, to restrict the processing of their Data. In this case, the Owner will not process their Data for any purpose other than storing it.
- **Have their Personal Data deleted or otherwise removed.** Users have the right, under certain circumstances, to obtain the erasure of their Data from the Owner.
- **Receive their Data and have it transferred to another controller.** Users have the right to receive their Data in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance. This provision is applicable provided that the Data is processed by automated means and that the processing is based on the User's consent, on a contract which the User is part of or on pre-contractual obligations thereof.
- **Lodge a complaint.** Users have the right to bring a claim before their competent data protection authority.

## Details about the right to object to processing

Where Personal Data is processed for a public interest, in the exercise of an official authority vested in the Owner or for the purposes of the legitimate interests pursued by the Owner, Users may object to such processing by providing a ground related to their particular situation to justify the objection.

Users must know that, however, should their Personal Data be processed for direct marketing purposes, they can object to that processing at any time without providing any justification. To learn, whether the Owner is processing Personal Data for direct marketing purposes, Users may refer to the relevant sections of this document.

## How to exercise these rights

Any requests to exercise User rights can be directed to the Owner through the contact details provided in this document. These requests can be exercised free of charge and will be addressed by the Owner as early as possible and always within one month.

## Additional information about Data collection and processing

### Legal action

The User's Personal Data may be used for legal purposes by the Owner in Court or in the stages leading to possible legal action arising from improper use of this Application or the related Services.

The User declares to be aware that the Owner may be required to reveal personal data upon request of public authorities.

### Additional information about User's Personal Data

In addition to the information contained in this privacy policy, this Application may provide the User with additional and contextual information concerning particular Services or the collection and processing of Personal Data upon request.

### System logs and maintenance

For operation and maintenance purposes, this Application and any third-party services may collect files that record interaction with this Application (System logs) use other Personal Data (such as the IP Address) for this purpose.

### Information not contained in this policy

More details concerning the collection or processing of Personal Data may be requested from the Owner at any time. Please see the contact information at the beginning of this document.

### How "Do Not Track" requests are handled

This Application does not support “Do Not Track” requests.

To determine whether any of the third-party services it uses honor the “Do Not Track” requests, please read their privacy policies.

## Changes to this privacy policy

The Owner reserves the right to make changes to this privacy policy at any time by giving notice to its Users on this page and possibly within this Application and/or - as far as technically and legally feasible - sending a notice to Users via any contact information available to the Owner. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom.

Should the changes affect processing activities performed on the basis of the User's consent, the Owner shall collect new consent from the User, where required.

## Definitions and legal references

### Personal Data (or Data)

Any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.

### Usage Data

Information collected automatically through this Application (or third-party services employed in this Application), which can include: the IP addresses or domain names of the computers utilized by the Users who use this Application, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

### User

The individual using this Application who, unless otherwise specified, coincides with the Data Subject.

### Data Subject

The natural person to whom the Personal Data refers.

### Data Processor (or Data Supervisor)

The natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, as described in this privacy policy.

### Data Controller (or Owner)

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, including the security measures concerning the operation and use of this Application. The Data Controller, unless otherwise specified, is the Owner of this Application.

### This Application

The means by which the Personal Data of the User is collected and processed.

## Service

The service provided by this Application as described in the relative terms (if available) and on this site/application.

## European Union (or EU)

Unless otherwise specified, all references made within this document to the European Union include all current member states to the European Union and the European Economic Area.

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## Legal information

This privacy statement has been prepared based on provisions of multiple legislations, including Art. 13/14 of Regulation (EU) 2016/679 (General Data Protection Regulation).

This privacy policy relates solely to this Application, if not stated otherwise within this document.