

## HOSTELSNAP DATA PROCESSING AGREEMENT

This Customer Data Processing Agreement reflects the requirements of the European Data Protection Regulation ("GDPR") as it comes into effect on May 25, 2018. "HostelSnap and Hostel Management International, LLC takes user privacy and the safe handling of user data very seriously. This Data Processing Agreement ("DPA") will explain how we collect, handle and share your customer data. It also outlines our duties under the European General Data Protection Regulation and explains how you or your customers can have personal data removed from our servers (known under the GDPR as "Right to be forgotten"). HostelSnap's products and services offered in the European Union are GDPR ready and this DPA provides you with the necessary documentation of this readiness.

This DPA is an addendum to our Terms of Service and Privacy Policy (collectively, the "Agreement") between Hostel Management International, LLC d/b/a HostelSnap ("HostelSnap") and you. All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement. You enter into this DPA on behalf of yourself and, to the extent required under Data Protection Laws, in the name and on behalf of your Authorized Affiliates (defined below).

### Updated on May, 23th 2018

The parties agree as follows:

#### 1. DEFINITIONS

"Affiliate" means an entity that directly or indirectly Controls, is Controlled by or is under common Control with an entity.

"Authorized Affiliate" means any of your Affiliate(s) permitted to or otherwise receiving the benefit of the Services pursuant to the Agreement.

"Control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "Controlled" shall be construed accordingly.

"Controller" means an entity that determines the purposes and means of the processing of Personally Identifying Information.

"Your Data" means any data that HostelSnap and/or its Affiliates processes on your behalf in the course of providing the Services under the Agreement.

"Data Protection Laws" means all data protection and privacy laws and regulations applicable to the processing of Personally Identifying Information under the Agreement, including, where applicable, EU Data Protection Law.

"EU Data Protection Law" means (i) prior to May 25, 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personally Identifying Information and on the free movement of such data ("Directive") and on and after May 25, 2018, Regulation 2016/679 of the European Parliament and of the Council on

the protection of natural persons with regard to the processing of Personally Identifying Information and on the free movement of such data (General Data Protection Regulation) ("GDPR"); and (ii) Directive 2002/58/EC concerning the processing of Personally Identifying Information and the protection of privacy in the electronic communications sector and applicable national implementations of it (in each case, as may be amended, superseded or replaced).

"Personally Identifying Information" means any of Your Data relating to an identified or identifiable natural person to the extent that such information is protected as personal data under applicable Data Protection Law.

"Privacy Shield" means the EU-US and Swiss-US Privacy Shield Frameworks, as administered by the U.S. Department of Commerce.

"Privacy Shield Principles" means the Privacy Shield Framework Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision of 12 July 2016 pursuant to the Directive, details of which can be found at [www.privacyshield.gov/eu-us-framework](http://www.privacyshield.gov/eu-us-framework).

"Processor" means an entity that processes Personally Identifying Information on behalf of the Controller.

"Processing" has the meaning given to it in the GDPR and "process", "processes" and "processed" shall be interpreted accordingly.

"Security Incident" means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personally Identifying Information.

"Services" means any product or service provided by HostelSnap to you pursuant to and as more particularly described in the Agreement.

"Sub-processor" means any Processor engaged by HostelSnap or its Affiliates to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Sub-processors may include third parties or any HostelSnap Affiliate.

## 2. SCOPE AND APPLICABILITY OF THIS DPA

2.1 This DPA applies where and only to the extent that HostelSnap processes Personally Identifying Information on your behalf in the course of providing the Services and such Personally Identifying Information is subject to Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom. The parties agree to comply with the terms and conditions in this DPA in connection with such Personally Identifying Information.

2.2 Role of the Parties. As between HostelSnap and you, you are the Controller of Personally Identifying Information and HostelSnap shall process Personally Identifying Information only as a Processor on your behalf. Nothing in the Agreement or this DPA shall prevent HostelSnap

from using or sharing any data that HostelSnap would otherwise collect and process independently of your use of the Services.

2.3 Your Obligations. You agree that (i) you shall comply with its obligations as a Controller under Data Protection Laws in respect of its processing of Personally Identifying Information and any processing instructions it issues to HostelSnap; and (ii) you have provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws for HostelSnap to process Personally Identifying Information and provide the Services pursuant to the Agreement and this DPA.

2.4 HostelSnap Processing of Personally Identifying Information. As a Processor, HostelSnap shall process Personally Identifying Information only for the following purposes: (i) processing to perform the Services in accordance with the Agreement; (ii) processing to perform any steps necessary for the performance of the Agreement; and (iii) to comply with other reasonable instructions provided by you to the extent they are consistent with the terms of this Agreement and only in accordance with your documented lawful instructions. The parties agree that this DPA and the Agreement set out your complete and final instructions to HostelSnap in relation to the processing of Personally Identifying Information and processing outside the scope of these instructions (if any) shall require prior written agreement between you and HostelSnap.

2.5 Nature of the Data. HostelSnap handles Your Data provided by you. Your Data may contain special categories of data depending on how the Services are used by you. Your Data may be subject to the following process activities: (i) storage and other processing necessary to provide, maintain and improve the Services provided to you; (ii) to provide customer and technical support to you; and (iii) disclosures as required by law or otherwise set forth in the Agreement.

2.6 HostelSnap Data. Notwithstanding anything to the contrary in the Agreement (including this DPA), you acknowledge that HostelSnap shall have a right to use and disclose data relating to and/or obtained in connection with the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development and sales and marketing. To the extent any such data is considered personal data under Data Protection Laws, HostelSnap is the Controller of such data and accordingly shall process such data in compliance with Data Protection Laws.

### 3. SUBPROCESSING

3.1 Authorized Sub-processors. you agree that HostelSnap may engage Sub-processors to process Personally Identifying Information on your behalf. The Sub-processors currently engaged by HostelSnap and authorized by you are listed in **Exhibit A**.

3.2 Sub-processor Obligations. HostelSnap shall: (i) enter into a written agreement with the Sub-processor imposing data protection terms that require the Sub-processor to protect the Personally Identifying Information to the standard required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause HostelSnap to breach any of its obligations under this DPA.

3.3 Changes to Sub-processors. HostelSnap shall provide you reasonable advance notice (for which email shall suffice) if it adds or removes Sub-processors.

3.4 Objection to Sub-processors. you may object in writing to HostelSnap's appointment of a new Sub-processor on reasonable grounds relating to data protection by notifying HostelSnap promptly in writing within five (5) calendar days of receipt of HostelSnap's notice in accordance with Section 3.3. Such notice shall explain the reasonable grounds for the objection. In such event, the parties shall discuss such concerns in good faith with a view to achieving commercially reasonable resolution. If this is not possible, either party may terminate the applicable Services that cannot be provided by HostelSnap without the use of the objected-to-new Sub-processor.

#### 4. SECURITY

4.1 Security Measures. HostelSnap shall implement and maintain appropriate technical and organizational security measures to protect Personally Identifying Information from Security Incidents and to preserve the security and confidentiality of the Personally Identifying Information, in accordance with HostelSnap's security standards described in **Exhibit B** ("Security Measures").

4.2 Confidentiality of Processing. HostelSnap shall ensure that any person who is authorized by HostelSnap to process Personally Identifying Information (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

4.3 Security Incident Response. Upon becoming aware of a Security Incident, HostelSnap shall notify you without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by you.

4.4 Updates to Security Measures. You acknowledge that the Security Measures are subject to technical progress and development and that HostelSnap may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by you.

#### 5. SECURITY REPORTS AND AUDITS

5.1 HostelSnap shall maintain records of its security standards. Upon your written request, HostelSnap shall provide (on a confidential basis) copies of relevant external ISMS certifications, audit report summaries and/or other documentation reasonably required by you to verify HostelSnap's compliance with this DPA. HostelSnap shall further provide written responses (on a confidential basis) to all reasonable requests for information made by you, including responses to information security and audit questionnaires, that Customer (acting reasonably) considers necessary to confirm HostelSnap's compliance with this DPA, provided that you shall not exercise this right more than once per year.

#### 6. INTERNATIONAL TRANSFERS

6.1 Processing Locations. HostelSnap stores and processes EU Data (defined below) in data centers located inside and outside the European Union. All of Your Data other than EU Data may be transferred and processed in anywhere in the world where you, your Affiliates and/or your Sub-processors maintain data processing operations. HostelSnap shall implement appropriate safeguards to protect the Personally Identifying Information, wherever it is processed, in accordance with the requirements of Data Protection Laws.

6.2 Transfer Mechanism: Notwithstanding Section 6.1, to the extent HostelSnap processes or transfers (directly or via onward transfer) Personally Identifying Information under this DPA from the European Union, the European Economic Area and/or their member states and Switzerland ("EU Data") in or to countries which do not ensure an adequate level of data protection within the meaning of applicable Data Protection Laws of the foregoing territories, the parties agree that HostelSnap shall be deemed to provide appropriate safeguards for such data by virtue of having certified its compliance with the Privacy Shield and HostelSnap shall process such data in compliance with the Privacy Shield Principles. You hereby authorize any transfer of EU Data to, or access to EU Data from, such destinations outside the EU subject to any of these measures having been taken.

## 7. RETURN OR DELETION OF DATA

7.1 Upon deactivation of the Services, all Personally Identifying Information shall be deleted, save that this requirement shall not apply to the extent HostelSnap is required by applicable law to retain some or all of the Personally Identifying Information, or to Personally Identifying Information it has archived on back-up systems, which such Personally Identifying Information HostelSnap shall securely isolate and protect from any further processing, except to the extent required by applicable law.

## 8. COOPERATION

8.1 To the extent that you are unable to independently access the relevant Personally Identifying Information within the Services, HostelSnap shall (at your expense) taking into account the nature of the processing, provide reasonable cooperation to assist you by appropriate technical and organizational measures, in so far as is possible, to respond to any requests from individuals or applicable data protection authorities relating to the processing of Personally Identifying Information under the Agreement. In the event that any such request is made directly to HostelSnap, HostelSnap shall not respond to such communication directly without your prior authorization, unless legally compelled to do so. If HostelSnap is required to respond to such a request, HostelSnap shall promptly notify you and provide you with a copy of the request unless legally prohibited from doing so.

8.2 To the extent HostelSnap is required under Data Protection Law, HostelSnap shall (at your expense) provide reasonably requested information regarding HostelSnap's processing of Personally Identifying Information under the Agreement to enable the you to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

## 9. MISCELLANEOUS

9.1 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

9.2 This DPA is a part of and incorporated into the Agreement so references to "Agreement" in the Agreement shall include this DPA.

9.3 In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise.

9.4 This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by Data Protection Laws.

## EXHIBIT A

### List of HostelSnap Sub-processors

Sub-processor	Description of Processing
<a href="#">HOSTERION SRL, d/b/a IntoVPS</a>	Hosting ( <a href="#">DPA</a> )
<a href="#">SendGrid, Inc.</a>	Transactional Email ( <a href="#">DPA</a> )
<a href="#">Digital Arbitrage, Inc.</a>	Channel Manager ( <a href="#">DPA</a> )
<a href="#">Stripe Payments Europe, Ltd.</a>	Credit Card Payment Gateway ( <a href="#">DPA</a> )

## EXHIBIT B

Security Measures

Available upon request