

Dear Partner,

We are writing to share some important information regarding our Data Privacy and Messaging Guidelines. As part of our continuous innovation and improvement of our hotel services and products, we are offering accommodation to you. And, as you may know, on 25 May 2018, the European Union's General Data Protection Regulation (the "**GDPR**") will enter into force, replacing the European Union's current legal regime on data protection.

In light of these developments, we are issuing [Data Privacy and Messaging Guidelines](#), which clarify our respective obligations regarding the processing of personal data and allow us to keep providing you with the best services we can.

By continuing to use our services, you agree to the Data Privacy and Messaging Guidelines. If you have any questions, please contact us. We appreciate your continued focus on the privacy and security of information relating to guests we welcome.

Kind Regards  
Your Haus Tirol Team

## **DATA PRIVACY AND MESSAGING GUIDELINES**

These Data Privacy and Messaging Guidelines (the "Guidelines") set forth the terms and conditions under which Haus Tirol provides its service to and for the benefit of Trip Providers, including accommodation partners and direct guests (hereafter "Trip Provider/Guest"). By using the reservation and accommodation services of Haus Tirol, the Trip Provider/Guest agrees to and accepts the following Guidelines.

### **1. SCOPE, DEFINITIONS AND INTERPRETATION**

1.1 These Guidelines form an integral part of any other agreements and/or web service reservations between the Trip Provider/Guest and Haus Tirol and must be read in conjunction therewith. Except as otherwise provided for herein, the terms and conditions of any previous agreements 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 any previous 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 Haus Tirol acknowledges that it is responsible for the handling and security of the personal data it holds and obtains from the Trip Provider/Guest and processes within the context of any Agreements or online reservations. Trip Provider/Guest acknowledges that it is responsible for the handling to Haus Tirol and security of the personal data it processes within the context of any Agreements or online reservations. Trip Provider/Guest shall provide personal data to Haus Tirol only if such disclosure is permitted under applicable laws. Haus Tirol shall be a data controller (i.e. determines the purposes and means of the data processing) for any personal data it processes. Haus Tirol shall become data controller upon receipt of the personal data either directly or indirectly through a connectivity partner. Unless agreed otherwise, connectivity partners handle personal data on behalf of a Haus Tirol. 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 Trip Provider/Guest must warrant 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 Haus Tirol.

### **3. Messaging Tools**

3.1 Haus Tirol may from time to time as part of its accommodation service to the Trip Provider/Guest work with the reservation details by using the "Messaging/e-mailing Service" tools provided by its web or email provider. Haus Tirol will process communications sent via the Messaging/e-mailing Service (the "Communications") in accordance with its Privacy and Cookies Statement applicable to all Trip Providers/Guests available on [www.kaprunhaustirol.at](http://www.kaprunhaustirol.at). The Trip Provider/Guest hereby irrevocably and unconditionally agrees and consents to the processing of Communications by Haus Tirol (including any processing, storage, receipt, access, insight and screening of communications by Haus Tirol) and states that it has duly and diligently informed (and as required by applicable laws, obtained consent from) any third parties mentioned in the Communications.

### **4. Payment Card Security**

5.1 To the extent, Haus Tirol processes payment card information obtained by the Trip Provider/Guest through reservation services, the Haus Tirol 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.

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