

NAVIS SECURITY POLICY

Last Updated: May 3, 2018

This policy describes our privacy and security practices related to the data we collect, store, or process from, for, or on behalf of our clients who purchase products and services from us pursuant to a written agreement between Buehner-Fry, Inc., a Nevada corporation doing business as NAVIS (“NAVIS,” “we,” “our,” or “us”) and the client named therein (“**Client**,” “**you**,” or “**your**”) (the “**Agreement**”). Capitalized terms used but not defined herein have the meanings given to them in the Agreement.

1. Definitions.

- 1.1** “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data;
- 1.2** “**EU Data Protection Laws and Regulations**” means all laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under this Agreement, including (where applicable) the GDPR;
- 1.3** “**Data Subject**” means the identified or identifiable person to whom Personal Data relates;
- 1.4** “**GDPR**” means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data);
- 1.5** “**Personal Data**” means all data which is defined as ‘*personal data*’ under EU Data Protection Laws and to which EU Data Protection Laws apply, and which is provided by Client to NAVIS, and accessed, stored or otherwise processed by NAVIS as a Processor as part of its provision of Services to Client;
- 1.6** “**Processor**” means the entity which Processes Personal Data on behalf of the Controller;
- 1.7** “**Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- 1.8** “**Sub-processor**” means any Processor engaged by NAVIS; and
- 1.9** “**Supervisory Authority**” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2 Scope; Types of Data We Collect. This policy applies to the types of data that we collect, store, or process in connection with the Services described below. This policy does not apply to NAVIS Data.

2.1 Client Data. We collect, store, and process the following types of Client Data, which may include Personal Data (collectively the “Client Data”): (a) information that you upload to a NAVIS Database or that you create, key, or input using the Software and, (b) if you purchase RezForce or RezCast Services, information from reservation calls we take on your behalf.

2.2 Data About Software Usage. NAVIS automatically collects and stores information about your use of the Software (the “Usage Data”), such as dates and times of use by each Authorized User, activities conducted using the Software, the type of web browser used to access the Platform, the operating system/platform you are using, your IP address, and your CPU speed.

3 How We Use the Data. Subject to Section 4 below, we may use the Client Data or Usage Data for any purpose reasonably related to providing and improving the Software and the Services. For example, we may use the Client Data or Usage Data for billing purposes, to track trends and statistics, for maintenance and technical support purposes, and to enable us to improve the Software. We may also use and transfer the data to fulfill any other purpose for which you provide it, to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, in any other way described in this Security Policy, in any other way we may describe when you provide the information, and for any other purpose with your consent.

4 Data Processing.

4.1 Roles of the Parties. The parties acknowledge and agree that, with regard to the Processing of Client Data, Client is the Controller and NAVIS is the Processor, and that NAVIS will engage Sub-processors pursuant to the requirements set forth in Section 4.7 “Sub-processors”.

4.2 Client’s Processing of Personal Data. Client shall, in its use of the Services, Process Client Data in accordance with the requirements of EU Data Protection Laws and Regulations. For the avoidance of doubt, Client’s instructions for the Processing of Client Data shall comply with EU Data Protection Laws and Regulations. Client shall have sole responsibility for the accuracy, quality, and legality of Client Data and the means by which Client acquired Client Data.

4.3 NAVIS’ processing of Personal Data. NAVIS shall treat Client Data as Confidential Information and shall only Process Client Data on behalf of and in accordance with Client’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); and (ii) Processing to comply with other documented reasonable instructions provided by Client (e.g., via email) where such instructions are consistent with the terms of the Agreement.

4.4 Details of the Processing. The subject-matter of Processing of Client Data by NAVIS is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Client Data and categories of Data Subjects Processed are further specified as follows:

- (a) Nature and Purpose of Processing: NAVIS will Process Client Data as necessary to perform the Services pursuant to the Agreement and applicable Order Form(s), and as further instructed by Client in its use of the Services;
- (b) Duration of Processing: NAVIS will Process Client Data for the duration of the Agreement, unless otherwise agreed upon in writing by the parties;
- (c) Categories of Data Subjects: Client may submit Client Data to the Services, the extent of which is determined and controlled by Client in its sole discretion, relating to travel guests and leads of Client;
- (d) Types of Client Data: Client may submit Client Data to the Services, the extent of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to, the following:
 - i. Salutation
 - ii. Title
 - iii. Name (e.g., first, last, middle, nickname, etc.)
 - iv. Contact information (e.g., email/s, phone number/s, addresses)
 - v. Call Recordings and Chat Logs
 - vi. Personal information (e.g., stay details, preferences, gender, birthdate, number of children, etc.)

4.5 Rights of Data Subjects.

4.5.1 Data Subject Request. NAVIS shall, to the extent legally permitted, promptly notify Client if NAVIS receives a request from a Data Subject to exercise his or her rights under the GDPR, including the Data Subject's right (i) of access, (ii) to rectification, (iii) to the restriction of Processing, (iv) of erasure ("right to be forgotten"), (v) of data portability, (vi) to object to the Processing, and (vii) not to be subject to a decision based solely on automated processing ("**Data Subject Request**"). Taking into account the nature of the Processing, NAVIS shall assist Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of NAVIS' obligation to reasonably assist Client in responding to a Data Subject Request under EU Data Protection Laws and Regulations. In addition, to the extent Client, in its use of the Services, does not have the ability to address a Data Subject Request, NAVIS shall, upon Client's request, provide commercially reasonable efforts to assist Client in responding to such Data Subject Request, to the extent NAVIS is legally permitted to do so and the response to such Data Subject Request is required under EU Data Protection Laws and Regulations. To the extent legally permitted, Client shall be responsible for any costs arising from NAVIS' provision of such assistance.

4.6 NAVIS Personnel.

4.6.1 Confidentiality. NAVIS shall ensure that its personnel engaged in the Processing of Client Data are informed of the confidential nature of the Client Data, have received appropriate training on their responsibilities, and have executed written confidentiality agreements. NAVIS shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.6.2 Reliability. NAVIS shall take commercially reasonable steps to ensure the reliability of any NAVIS personnel engaged in the processing of Client Data.

4.6.3 Limitation of Access. NAVIS shall ensure that access to Client Data is limited to those personnel performing Services in accordance with the Agreement.

4.7 Sub-Processors.

4.7.1 Appointment of Sub-processors. Client acknowledges and agrees that NAVIS may engage third-party Sub-processors in connection with the provision of the Services. NAVIS has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in the Agreement with respect to the protection of Client Data to the extent applicable to the nature of the Services provided by such Sub-processor.

4.7.2 List of Current Sub-processors and Notification of New Sub-processors. NAVIS shall make available to Client the current list of Sub-processors for the Services, as well as a mechanism to subscribe to notifications of new Sub-processors to which Client shall subscribe, and if Client subscribes, NAVIS shall provide notification of a new Sub-processor before authorizing any new Sub-processor to Process Client Data in connection with the provision of Services.

4.7.3 Objection Right for New Sub-processors. Client may object to NAVIS' use of a new Sub-processor by notifying NAVIS promptly in writing within ten (10) business days after receipt of NAVIS' notice in accordance with the mechanism set out in Section 4.7.2. In the event Client objects to a new Sub-processor, as permitted in the preceding sentence, NAVIS will use reasonable efforts to make available to Client a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Client Data by the new Sub-processor to which Client objects without unreasonably burdening the Client. Notwithstanding termination language in the Agreement, should NAVIS be unable to make such change available within a reasonable period of time, which shall not exceed (30) days, Client may terminate the applicable Service/s which cannot be provided by NAVIS without the use of the new Sub-processor to which Client objects by providing written notice to NAVIS. NAVIS will refund Client any prepaid fees covering the remainder of the term of such Services following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Client.

4.7.4 Liability. NAVIS shall be liable for acts and omissions of its Sub-processors to the same extent NAVIS would be liable if performing the Services of each Sub-processor directly, except as otherwise set forth in the Agreement.

4.8 Security.

4.8.1 Controls for the Protection of Personal Data. NAVIS shall maintain appropriate technical and organizational measures for protection of the confidentiality, integrity, and security of Client Data (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss, alteration or damage, unauthorized disclosure of, or access to, Client Data). NAVIS regularly monitors compliance with these measures.

4.9 Audits. Upon Client's request, and subject to the confidentiality obligations set forth in the Agreement, NAVIS shall make available to Client (or Client's independent, third-party auditor) information regarding its compliance with the obligations set forth in this Section 4. Client may contact NAVIS in accordance with the Notice section of the Agreement to request an on-site audit of the procedures relevant to the protection of Client Data. Client shall reimburse NAVIS for any time expended for such on-site audit at NAVIS' then-current professional services rates, which shall be made available to Client upon request. Before the commencement of any such on-site audit, Client and NAVIS shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which Client shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by NAVIS. Client shall promptly notify NAVIS with information regarding any non-compliance discovered during the course of an audit.

4.10 Security Incident Management and Notification. NAVIS shall notify Client without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Client Data transmitted, stored or otherwise Processed by NAVIS or its Sub-processors of which NAVIS becomes aware (a "**Security Incident**"). NAVIS shall make reasonable efforts to identify the cause of such Security Incident and take those steps as NAVIS deems necessary and reasonable in order to remediate the cause of such Security Incident to the extent remediation is within NAVIS' reasonable control. If an investigation by a qualified third party forensic investigator concludes that (a) the Security Incident was caused solely by any act or omission of NAVIS, including any vulnerability in NAVIS' systems, environments, or processes, and (b) that such Security Incident was not caused in part by any act or omission of Client, including any vulnerability in Clients' or its contractors' (excluding NAVIS) systems, environments, or processes, then NAVIS shall perform the foregoing obligations at its own expense; otherwise, Client shall pay for or reimburse NAVIS for all costs and expenses associated with NAVIS' performance of the foregoing obligations.

4.11 Return and Deletion of Client Data. NAVIS shall, upon termination of the provision of Services under the Agreement, and at the direction of Client, return Client Data to Client or, to the extent allowed by applicable law, delete Client Data, provided, however, NAVIS may retain certain Client Data for legal, security, or other reasons, or as permitted by law.

4.12 Limitation of Liability. Each party's liability arising out of or related to this Section 4, whether in contract, tort, or under any other theory of liability, is subject to the Limitation of Liability provisions set forth in the Agreement.

4.13 European Specific Provisions.

4.13.1 GDPR. NAVIS will Process Client Data in accordance with the GDPR requirements directly applicable to NAVIS' provision of its Services.

4.13.2 Data Protection Impact Assessment. Upon Client's request, NAVIS shall provide Client with reasonable cooperation and assistance needed to fulfill Client's obligation under the GDPR to carry out a data protection impact assessment related to Client's use of the Services, to the extent Client does not otherwise have access to relevant information, and to the extent such information is available to NAVIS. NAVIS shall provide reasonable assistance to Client in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section 4.13.2, to the extent required under the GDPR.

5. Aggregate Data. NAVIS may, during and after the term of the Services, (a) use and analyze the Client Data or Usage Data to generate Aggregate Data and (b) use, publish, and otherwise disclose Aggregate Data without restriction, so long as the Aggregate Data is disclosed in a form in which it cannot be used to identify Client or any particular individual(s), including Client's travel guests. By way of example and without creating any limitation, NAVIS may analyze the Client Data along with data gathered from other sources to generate statistics and analytics about industry trends, average or median rate or rental pricing in a particular geographic region, behavior and preferences of groups or categories of individuals, and the relative effectiveness of various types of marketing programs.

6. Reservation Calls. If Client purchases RezCast or RezForce Services, NAVIS shall, at the beginning of each reservation call received on behalf of Client, notify the caller that the call is being recorded for quality assurance and training purposes.

7. Client's Obligations.

7.1 Client's Privacy Policy. Client understands, agrees, and acknowledges that the Client Data is being collected by or on behalf of Client from individuals with whom Client, rather than NAVIS, has an actual or prospective business relationship. Therefore, except as provided in Section 6, it is Client's obligation, and not NAVIS's obligation, to provide any privacy notices or disclosures to, and obtain any consents from, travel guests and potential travel guests, as may be required by applicable law, with respect to activities related to the Client Data performed by NAVIS on Client's behalf.

7.2 Changes to This Policy. It is our policy to post any changes we make to our Security Policy on this page. We will notify you in advance of any changes that materially and adversely affect your rights either by e-mail to the primary e-mail address associated with your account or via a notice on the webpage where you log in to use the Software. The date this policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you, and for periodically visiting this policy to check for any changes.