

This Schedule sets out the data protection terms and provisions that will apply between the Customer and Bookatable and is designed to facilitate compliance with the EU General Data Protection Regulation (EU 2016/679) (“GDPR”) and the guidance issued by the Information Commissioner’s Office.

1. BACKGROUND

1.1 The parties acknowledge that:

1.1.1 this Schedule forms part of any service provisions entered into between the Customer and Bookatable (whether or not documented in a written agreement) including any engagement letters, documents, agreements schedules and communications made in connect with such service provisions (the “Agreement”);

1.1.2 nothing in this Schedule is intended to amend or replace either party’s exclusions and limitations of liability or any indemnities provided under the Agreement; and

1.1.3 subject to clause 1.1.2, if there is any conflict between the terms of this Schedule and the terms of the Agreement, the terms of this Schedule shall prevail.

2. DEFINITIONS

2.1 For the purpose of this Schedule

2.1.1 the terms “Data Controller”, “Data Processor”, “Processing” “Personal Data”, and “Data Subjects” shall have the meaning given to these terms in the Data Protection Legislation;

2.1.2 “Data Subject Request” means any request made by a Data Subject, including but not limited to Diners, to assert its rights under Data Protection Legislation, in particular the right to access, correct, amend, restrict, transfer or delete its Personal Data;

2.1.3 “Diner” means a person accessing the booking services either through a Bookatable Direct Platform or Customer Platform;

2.1.4 “Bookatable Booking” means each individual booked to attend a restaurant by means of a Diner using the Booking Widget on a Bookatable owned or operated website; application or partner website;

2.1.5 “Customer Booking” means each individual; booked to attend a restaurant by means of a Diner using the Booking Widget on the Customer’s owned or operated website or application;

2.1.6 “Booking Widget” the web interface and related consumer experience, owned and provided by BAT as part of the booking system through which a Diner makes or cancels or otherwise manages a restaurant booking; and

2.1.7 “Data Protection Legislation” (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

3. DATA PROTECTION

3.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation.

3.2 The parties acknowledge that for the purposes of the Data Protection Legislation (to the extent applicable):

3.2.1 where the Diner makes a booking via a Bookatable Booking, Bookatable acts as a Data Controller up to the point the booking data is passed to the Customer at which time the Customer becomes the Data Controller and Bookatable becomes the Data Processor in relation to that Diner;

3.2.2 where the Diner makes a booking via a Customer Booking the Customer is the Data Controller and Bookatable is the Data Processor throughout the booking process;

3.2.3 the Customer and Bookatable each act as Data Controllers in connection with the Processing of Personal Data in relation to any direct marketing undertaken by each respective party based on the specific requests of a Diner during the booking process; and

3.2.4 in the event that, during the course of the Agreement, Bookatable considers that the distinctions between Data Processor and Data Controller in this clause 3 should

change due to further guidance or legislation relating to the Data Protection Legislation, Bookatable shall provide written notice of the change to the Customer and the parties agree that the new distinctions shall apply to all Processing carried out from the date of receipt of such written notice.

3.3 The Appendix attached to this Schedule sets out the scope, nature and purpose of processing by Bookatable, the duration of the processing and the types of personal data and categories of Data Subject. The Customer acknowledges that Bookatable may modify the details in the Appendix at any time, to reflect the processing of Personal Data being undertaken pursuant to the Agreement and will inform the Customer of such amendments as soon as reasonably possible.

3.4 Without prejudice to clause 3.1 and unless otherwise agreed between the parties in writing:

3.4.1 subject to clause 3.5, where the Diner makes a booking via a Bookatable Booking, Bookatable will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to the Customer for the duration and purposes of this Agreement;

3.4.2 where the Diner makes a Booking via a Customer Booking, the Customer will ensure that it has collected the Personal Data in a manner compliant with Data Protection Legislation, including ensuring all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Bookatable for the duration and purposes of the Agreement.

3.5 Where Bookatable is requesting consent from the Diner for marketing purposes on behalf of the Customer:

3.5.1 it is the Customer's sole responsibility to ensure that the entity or organisation provided to Bookatable for the consent request is compliant with Data Protection Legislation (and any other marketing guidelines, laws and regulations);

3.5.2 where the Customer requests its own notices, policies and information to be provided alongside such requests for consent, the Customer must ensure that the requests and information provided to the Data Subject is compliant with Data Protection Legislation (and any other marketing guidelines, laws and regulations) and all appropriate consents and notices are in place to enable the lawful transfer of the Personal Data to the Customer for the duration and purposes of the Processing; and

3.5.3 the Customer shall only market to the Data Subjects in compliance with all applicable marketing laws, rules and regulations.

3.6 Without prejudice to clause 3.1, if Bookatable processes any Personal Data on the Customer's behalf, Bookatable shall, in relation to any Personal Data processed in connection with the performance by Bookatable of its obligations under this Agreement:

3.6.1 process that Personal Data only on the reasonable written instructions of the Customer unless Bookatable is required by the laws of any member of the European Union or by the laws of the European Union applicable to Bookatable to process Personal Data (Applicable Laws);

3.6.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

3.6.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

3.6.4 not transfer any Personal Data outside of the European Economic Area unless:

3.6.4.1 the Customer or Bookatable has provided appropriate safeguards in relation to the transfer; and

3.6.4.2 Bookatable complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.

3.6.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

3.6.6 notify the Customer without undue delay on becoming aware of a Personal Data breach and co-operate with and assist the Customer in all respects relating to such breach;

3.6.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Personal Data. The Customer acknowledges and agrees that Bookatable shall have no liability for any losses suffered by the Customer as a result of Bookatable complying with the Customer's request for the deletion or return of Personal Data; and

3.6.8 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for reasonable audits by the Customer or the Customer's designated auditor.

3.7 A current list of Bookatable's third party processors, as at the date of this Agreement, is available at <https://www.bookatable.com/b2b/gbr/third-party-processors>. By signing this Agreement you agree to Bookatable's use of such third party processors. Bookatable shall notify the Customer of any changes it intends to make in relation to the appointed third-party processors listed, giving the Customer the opportunity to object to such changes in accordance with such notification.

3.8 Where Bookatable appoints a third-party processor of Personal Data under this Agreement:

3.8.1 Bookatable confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 3;

3.8.2 where that third-party processor fails to fulfil its data protection obligations, Bookatable shall remain fully liable to the Customer for the performance of that third-party processor's obligations.

3.9 In respect of Personal Data for which Bookatable and the Customer each act as Data Controller, Bookatable and the Customer shall apply with their respective obligations as Data Controller under Data Protection Legislation unless Data Protection Legislation allocates responsibility for compliance with a particular requirement to a specific party.

3.10 The Customer acknowledges and agrees that Bookatable, as a Data Processor, may use aggregate statistical or analytical data and/or performance information about its provision and the use of the services by the Customer, solely for financial, accounting, product and service optimisation, customer support, and other internal business purposes. Such information does not include any Personal Data. Bookatable retains all ownership and intellectual property rights to those aggregate statistical or analytical data and that aggregate statistical or analytical performance information.

4. DATA SUBJECT RIGHTS

4.1 While acting as a Data Processor, if Bookatable receives a Data Subject Request:

4.1.1 Bookatable shall, to the extent permitted by law, notify the Customer of the receipt of the Data Subject Request and contact the Data Subject to: (i) acknowledge the receipt of the Data Subject Request; (ii) notify the Data Subject that it has referred the Data Subject Request to the Customer as Data Controller and provide the Data Subject with the contact details of the Customer; (iii) refer the Data Subject to the Customer for further information; and (iii) inform the Data Subject that Bookatable will not respond further in relation to the Data Subject Request without the Customer's prior written instructions. For the avoidance of doubt, where Bookatable is acting as a Data Controller, for example through Bookatable Bookings, it will manage any Data Subject Request in respect of the data it holds as a Data Controller, in accordance with its own Data Subject Request policies and procedures;

4.1.2 the Customer shall take all appropriate steps to deal with the Data Subject Request in accordance with Data Protection Legislation; and

4.1.3 Bookatable shall assist the Customer, at the Customer's cost, in responding to any request from a Data Subject.

This Schedule shall be deemed to apply from 25 May 2018.

THE APPENDIX

PERSONAL DATA AND DATA PROCESSING

Subject Matter:	BOOKING RESERVATION SERVICES
What processing of Personal Data is carried out by Bookatable?	Bookatable provides booking reservation services to the Customer. To enable Bookatable to provide these services it collects, processing and stores Diner booking data and marketing Opt-In status for and on behalf of the Customer.
What is the purpose of the Personal Data processing?	Bookatable processes Personal Data to enable the Customer to manage its restaurant bookings and to fulfil its contract between the Diner and the Customer. The processing enables the Customer to manage its marketing database and collect Diner marketing consent.
How long will the processing of Personal Data continue?	Processing will continue for the duration of the Agreement between Bookatable and the Customer.
What type of Personal Data is processed?	The Personal Data Processed by Bookatable may include the following categories of data: <ul style="list-style-type: none"> ● Identifiers such as name, surname, e-mail and phone number; ● Financial information, for example, encrypted Diner credit and debit card details; ● Special categories of data (optional information, if applicable to a Data Subject) such as allergens and food allergies.
What categories of Data Subjects are involved in the processing?	The Personal Data processed by Bookatable concerns Diners.