

KEYOPASS™

TERMS OF SERVICE

These Terms of Service (collectively the "Terms") have been updated and govern your access to and use of the websites, mobile applications, and any website or communication devices that reference or contain content and/or links to, or references, these Terms of Service in connection with KEYOPASS™, which is owned and/or controlled by Visionaire LLC, which is now a Delaware corporation, which includes, for purposes of these Terms of Service, without limitation, Visionaire LLC, d/b/a KeyoPass.com, KeyoPass.com and keyopartners.com (collectively referred to herein as "The Visionaire Group"). All such websites, mobile applications and/or communication devices shall now be referred to herein as "KeyoPass". By accessing or using KeyoPass, you are agreeing to these Terms, and accepting a legally-binding agreement with the Visionaire Group. Do not access or use KeyoPass if you do not agree to be bound by the Terms as outlined below.

These Terms also govern the Processing of Personal Data and constitutes an integral part of the agreement between you and KeyoPass. These Terms also include our Data Processing Addendum. Note that, in the event you don't explicitly notify us otherwise, by continuing to use our platform you confirm the acceptance of these Terms and the obligations therein as of June 19, 2018. Although we will not accept any modifications to these Terms, we are happy to assist and clarify any needed concerns you may have. For information on our security measures please contact support@keyopass.com.

Last Updated on July 13, 2017, these Terms of Service are effective immediately for users registering for personal accounts after that date and will become effective as June 19, 2018 for pre-existing users.

1. Definitions:

(a) **Parties to Terms of Services**

"**You**" and "**your**" refer to you as a user of KeyoPass. A "**user**" is someone who accesses, browses, or in any way uses KeyoPass. "**We**", "**us**", and "**our**" refer to the Visionaire Group.

(b) **KeyoPass Content**

"**Content**" means text, images, photos, audio, video, location data, and all other forms of data or communication. "**User Content**" means Content that you and other users submit or transmit to, through, or in connection with, KeyoPass, such as rankings, reviews, compliments, invitations, friend/follower connections, messages, and information publicly displayed or displayed in KeyoPass account profiles, or anywhere on KeyoPass. "**KeyoPass Content**" means Content that we create and make available in connection with KeyoPass. "**Third Party Content**" means Content that originates from parties other than KeyoPass, or its users, which Content is made available in connection with KeyoPass.

"KeyoPass Content" means all of the Content which is made available through KeyoPass, including, without limitation, User Content, Third Party Content, and KeyoPass Content.

(c) **KeyoPass:**

Downloadable mobile application, website, and digital service that allows users to arrange and book travel products, such as tours, activities, hotels, boats and air travel. A downloadable mobile application, website, and digital service that allows users to win and/or earn and/or purchase rewards. A downloadable mobile application that allows users to access and/or purchase the services and amenities of their hotel, vacation rental, hostel, or any other property multiple applications.
Nickname

(d) **"Services"**

Services hereunder shall include, without limitation, (i) all services that connect a hotel to its guests, (ii) all services that connect KeyoPass to a hotel, and (iii) all services that connect KeyoPass to any third party. Such Services shall include, without limitation, a user's ability to purchase tours and activities through KeyoPass apps, discover and book transportation services through KeyoPass apps, access and use content from KeyoPass blog partners and other content partners, and have the ability to connect to a hotel's services and a hotel's third-party services (e.g., order room service).

2. Changes to the Terms of Service

We may modify the Terms from time to time. You acknowledge and accept that your access to, or use of, the KeyoPass is governed by the Terms effective at the time of your access to, or use of, KeyoPass. If we make any material changes to these Terms, we will notify you by email or by posting a notice on KeyoPass prior to the effective date of such changes. We will also indicate at the top of this page the most current date of the Terms/revisions. You should also review the Terms on a regular basis, since any and all revised versions of the Terms will be binding on you whenever you use KeyoPass. Any such revisions to the Terms will be effective upon our posting of such revised Terms.

You acknowledge and accept that your continued access to, or use of, KeyoPass after the effective date of such revisions to the Terms is deemed to be your acceptance of the Terms as revised.

3. Translation:

We may translate these Terms into other languages. Nevertheless, the English version of these Terms shall govern your use of KeyoPass, and if there any inconsistencies between the English version and any other version, then the English version shall be deemed to govern.

4. **Using KeyoPass:**

(a) **Eligibility**

To access or use KeyoPass, you must be thirteen (13) years or older and have the requisite right, power and authority to enter into these Terms.

(b) **Permission to Use KeyoPass**

We grant you permission to use KeyoPass subject to the restrictions in these Terms. You use KeyoPass at your own risk, which includes, without limitation, accepting the risk that you may see Content that to you is offensive, inaccurate, or otherwise inappropriate.

(c) **KeyoPass Availability**

The KeyoPass may be modified (which includes, without limitation, updating), suspended for any reason, or discontinued for any reason at any time, without notice or liability.

(d) **User Accounts**

You must create an account and provide certain information about yourself in order to use some of the features that are offered on KeyoPass. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all actions that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason in our sole discretion.

You acknowledged that your account is for your personal, non-commercial use only, and, in that regard, it is essential that you provide complete and accurate information about yourself to support your credibility as a contributor to KeyoPass. You may not (i) impersonate someone else (e.g., adopt the identity of any third party, including, without limitation, a well-known individual), (ii) create or use an account for any third party, (iii) give us an email address other than your own, or (iv) create multiple accounts. If you violate any of these rules, we reserve the right to close your account immediately.

Notwithstanding that you may use a pseudonym, others may still be able to identify you, if, for example, you (i) include information in your reviews that identifies you, (ii) use your KeyoPass account information on other web sites, or (iii) allow other web sites to share information about you with KeyoPass. For more information, please read our Privacy Policy in the Privacy Policy Addendum attached hereto as part of these Terms.

(e) **Communications from KeyoPass.com and other Users**

By creating an account, you agree to receive certain communications in connection with KeyoPass. As an example, you might receive compliments or friend requests from other KeyoPass Users. You will also receive our weekly e-mail newsletter about happenings in your neighborhood and in other cities around the world. You can always request to be deleted from non-essential communications by emailing support@keyopass.com.

(f) **The KeyoPass General Users, Activity/Tour Users and Hotel Users.**

- (i) Through the Services, you may purchase from the Visionaire Group vouchers for services (“Vouchers”) offered by local merchants at your destination (“Merchants”). You will receive an email confirmation of your purchase that will contain a Voucher confirmation number (“Confirmation Number”). In order to use your Voucher, you must appear in person at the applicable Merchant, and present your Confirmation Number. A Merchant may require you to provide photo identification in order to use your Voucher. Neither the Visionaire Group nor Merchant is responsible for lost or stolen Confirmation Numbers. Vouchers are void where prohibited by law. If you attempt to use a Voucher in an unlawful manner (e.g., you attempt to use a Voucher for wine tasting when you are under the legal age to do so), Merchant may refuse to accept your Voucher, and no refunds will be granted.
- (ii) The terms of use for each Voucher may vary from Merchant to Merchant and any restrictions that apply to the use of such Voucher (including, without limitation, a minimum age requirement) will be noted at the time of purchase. Vouchers are admission tickets to one-time events (“Events”); the date(s) on which a Voucher can be used will be noted at the time of purchase. If you do not use your Vouchers on or by the date(s) noted on such Vouchers, except as expressly set forth herein, no refunds will be granted.
- (iii) You may not cancel your Voucher after purchase. Any refunds are only pursuant to the KeyoPass Refund Policy, which is attached hereto as The KeyoPass Refund Policy.
- (iv) Merchant, not the the Visionaire Group, is the seller of the services that are performed pursuant to the Events (and to which Vouchers correspond) and is solely responsible for accepting any Voucher you purchase and providing all such services relating thereto. Please consult with Merchant if you are unhappy with the service you received in connection with your Voucher. Except as expressly set forth herein in the KeyoPass Refund Policy, all fees paid for Vouchers are non-refundable. Prices for Vouchers are set in U.S. Dollars, or the local currency in your country, and are subject to change at any time prior to purchase.

- (v) If an Event for which you have purchased a Voucher is cancelled by Merchant, we will notify you prior to the first date on which the applicable Voucher could have been used and will process a full refund to the credit card you used to purchase such Voucher.
- (vi) If you attempt to use a Voucher in accordance with this Agreement and the additional terms applicable to such Voucher and you are unable to do so (due to the fault of Merchant), please contact us at support@keyopass.com, and we will try to remedy the situation.
- (vii) Although our app is currently free to download for users, the Visionaire Group reserves the right to require payment of fees for certain or all such Services. You shall pay all applicable fees, as described in KeyoPass in connection with such Services selected by you. The Visionaire Group reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted in KeyoPass. Your use of the Services following such notification constitutes your acceptance of any new or increased charges.
- (viii) From time to time, the Visionaire Group may offer a “Best Price Guarantee” on the purchase of a Voucher. If, during the period when you see this language (or language that is similar to it or that conveys a similar effect) applied to a Voucher, you find the same Event (date and time) provided by the same Merchant being offered for a lower purchase price (the difference between the prices, the “Difference”), please notify our Customer Service team immediately at support@KeyoPass.com, and, upon your providing to us verifiable documentation of such lower price that we deem sufficient (in our sole discretion) to verify such price, we will either, at our option and as your sole remedy: (a) if we are still offering the Voucher for purchase, allow you to purchase the Voucher for the lower price demonstrated, or (b) if you have already purchased the lower-priced ticket from another vendor, refund you an amount equal to the Difference. Please note the Best Price Guarantee only applies to the period during which the language is displayed on the Services, and only to the Event to which such language is clearly affixed.

5. Content:

(a) Responsibility for Your Content

You are solely responsible for your content, which shall include, without limitation, all content contained in any blog which is either created and/or used by you either (i) on KeyoPass or (ii) linked by you to KeyoPass. You assume all risks associated with your content, including, without limitation, any third party’s reliance on its quality, accuracy, or reliability, as well as your disclosure of your content that personally identifies you. You represent and warrant that you own or have the necessary permissions from any third party having rights, to use and authorize the use of your content. You may not state directly or indirectly (e.g., imply) that your content is in sponsored or endorsed by KeyoPass in any way

whatsoever, however you may insert the Visionaire Group's "website widget" ("KeyoPass Widget") onto your blog or website for a direct link to KeyoPass.com, and by so doing, you agree that KeyoPass.com material may appear in your blog or on your website as delineated below in Section (d). We reserve the right to delete any of your content that violates this Section.

You shall be solely liable, and shall hold us harmless and free from any liability whatsoever in connection with (i) your use of KeyoPass Widget/KeyoPass materials in contravention to these terms and conditions and/or (ii) your content that (i) contains material that is false, intentionally misleading, or defamatory, (ii) violates any third-party rights, including, without limitation, any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right of any entity or individual, (iii) contains material that is unlawful, including, without limitation, hate speech or pornography, (iv) exploits or otherwise harms minors, or (v) violates or advocates the violation of any law or regulation.

(b) **Our Right to Use Your Content**

You hereby irrevocably grant the Visionaire Group world-wide, non-exclusive, royalty-free, rights to use your content for any purpose as delineated in these Terms and Conditions, including, without limitation, for (i) public display, (ii) reformatting, (iii) incorporation into advertisements and other works, (iv) the creation of derivative works, such as, for example, in KeyoPass videos on the KeyoPass YouTube Channel, (v) promotion, and (vi) multi-platform distribution (e.g., via KeyoPass feeds) ("**Other Media**"). In addition, you irrevocably grant the users of KeyoPass the right to access your content in connection with their use of KeyoPass.

Finally, you irrevocably waive, and/or cause third parties to waive, against KeyoPass and its users, any claims and/or assertions of moral rights, and/or any attribution, with respect to your content.

For purposes of these Terms, "use" mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and create derivative works of your content.

(c) **Ownership**

We solely own KeyoPass Content, including, but not limited to, visual interfaces, interactive features (e.g., KeyoPass widgets), graphics, design, compilation, including, but not limited to, our compilation of User Content, User Rankings, and other KeyoPass Content, computer code, products, software, aggregate user review ratings, and all other elements and components of KeyoPass created for KeyoPass and/or for third party use on other websites, mobile devices, and/or on any and all known or hereafter created communication devices of any kind or nature.

We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world associated with KeyoPass Content and KeyoPass ("**IP Rights**"). These IP Rights are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of KeyoPass Content in whole or in part, including, without limitation, the IP Rights, except as expressly authorized by us in writing. Furthermore, except as expressly provided herein, we do not grant you any express or implied rights whatsoever in or to KeyoPass Content and/or the IP Rights, and all such rights are retained by us in their entirety.

(d) **Widget Content Feeds:**

We have the right to make KeyoPass Content (referred to for this provision as "**Widget Feed Content**") available via KeyoPass Widget You may access and use the Widget Feed Content in order to access KeyoPass on your personal computer, website, or blog ("**Your KeyoPass**"), provided that (i) your use of the Widget Feed Content is for personal, non-commercial purposes only, (ii) you attribute KeyoPass as the source of the Widget Feed Content by display of KeyoPass Widget link to KeyoPass website, and (iii) you do not use or display the Widget Feed Content in any way that explicitly or implicitly suggests that KeyoPass promotes or endorses any third party causes, ideas, websites, products or services, including, without limitation, Your KeyoPass.

(e) **Other Procedures/Confidentiality/User Content and Your Content**

User Content (including User Content created by users who may be hired by KeyoPass) does not reflect the Visionaire Group's opinion, nor may it be used for endorsement of any third-party opinions, causes, ideas, websites, products or services. We reserve the right to screen, edit, remove, or reinstate User Content from time to time in our sole discretion for any reason, or no reason, and without notice to you. We have the right to, and shall, remove a review if we decide, in our sole discretion, that particular User Content violates these Content Guidelines. We do not guarantee any confidentiality with respect to any Content.

6. Restrictions:

We shall enforce these Terms in our sole discretion, as no inaction on any breach, or alleged breach, of any Term hereunder shall be deemed a waiver of any such Term, or of our right to enforce our Terms. You may inform us if you believe another User has violated the Terms; however, we reserve the right to take any action in our sole discretion. The following restrictions apply to use of KeyoPass:

(a) **You agree not to do, nor will you assist, encourage, or enable others to use KeyoPass to do, the following:**

- (i) Violate the Content Guidelines delineated in Section 5 above. for example, by writing a fake or defamatory review, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review;
 - (ii) Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
 - (iii) Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
 - (iv) Promote a business or other commercial venture or event, or otherwise use KeyoPass for commercial purposes, except in connection with a Business Account and as expressly permitted by KeyoPass;
 - (v) Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate KeyoPass's search results or any third-party website;
 - (vi) Solicit personal information from minors, or submit or transmit pornography; or
 - (vii) Violate any applicable law.
- (b) **You also agree not to, and will not assist, encourage, or enable others to:**
- (i) Violate these Terms;
 - (ii) Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit KeyoPass or KeyoPass Content except as expressly authorized by KeyoPass;
 - (iii) Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of KeyoPass or any KeyoPass Content;
 - (iv) Reverse engineer any portion of KeyoPass;
 - (v) Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of KeyoPass or on any materials printed or copied from KeyoPass;
 - (vi) Record, process, or mine information about other users;
 - (vii) Access, retrieve or index any portion of KeyoPass for purposes of constructing or populating a searchable database of business reviews;
 - (viii) Reformat or frame any portion of KeyoPass;
 - (ix) Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on the Visionaire Group's technology infrastructure or otherwise make excessive traffic demands of KeyoPass;
 - (x) Attempt to gain unauthorized access to KeyoPass, user accounts, computer systems or networks connected to KeyoPass through hacking, password mining or any other means;
 - (xi) Use KeyoPass or any KeyoPass Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "**Viruses**");

- (xii) Use any device, software or routine that interferes with the proper working of KeyoPass, or otherwise attempt to interfere with the proper working of KeyoPass;
- (xiii) Use KeyoPass to violate the security of any computer network, decode/decipher passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, KeyoPass or KeyoPass Content; or
- (xiv) Remove, circumvent, disable, damage or otherwise interfere with any security-related features of KeyoPass, features that prevent or restrict the use or copying of KeyoPass Content or features that enforce limitations on the use of KeyoPass.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to these restrictions (even if permissible under applicable law) without providing thirty (30) days' prior written notice to us, together with any information that we may reasonably require to give us an opportunity, in our sole discretion, to provide alternative remedies or otherwise accommodate you.

7. Guidelines and Policies:

(a) Content Guidelines

You represent that you have read and understood our Content Guidelines as delineated in Section 5 and 6.

(b) Privacy

You represent that you have read and understood our Privacy Policy Terms and Conditions. Note that we may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our Users, affiliates, or the public. If you use KeyoPass outside of the United States, you consent to having your personal data transferred to and processed in the United States.

(c) Tickets/Fees/Refund Policy

Please refer to Tickets/Fees/Refund provision 4 (f) above and our Tickets/Fees/Refund Policy Addendum.

(d) Data Processing Addendum.

You represent that you have read and understood our Data Processing Addendum attached hereto.

8. **Suggestions and Improvements:**

By sending us any ideas or suggestions ("**Feedback**"), you agree that (i) your Feedback does not contain any third party confidential or proprietary information, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have certain KeyoPass improvements and/or projects similar to the Feedback already under consideration or in development, and therefore any such similarity is purely coincidental, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, publish, distribute and sublicense the Feedback, and/or any create and so use derivative works derived therefrom, and you irrevocably waive, and cause to be waived, against KeyoPass and its Users any claims and assertions of any infringement upon, or violation of, any rights of privacy, or of any proprietary or moral, or analogous, rights contained in such Feedback.

9. **Third Parties:**

KeyoPass may include links to other websites or applications (each, a "**Third Party Site**"). We do not control, endorse or support in any way any Third-Party Site. You agree that we are not responsible for the availability or contents of such Third-Party Sites. Your use of Third Party Sites is in your sole discretion and at your own risk.

Some of the services made available through KeyoPass may be subject to additional third party or open source licensing terms and disclosures.

10. **Indemnity:**

You agree to indemnify, defend, and hold KeyoPass, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "**KeyoPass Entities**") harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable outside attorneys' fees and expenses) incurred by KeyoPass entities arising out of or relating to (i) your access to or use of KeyoPass, (ii) your violation of the Terms, (iii) any products or services purchased or obtained by you in connection with KeyoPass, or (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. KeyoPass reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify KeyoPass and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of KeyoPass. KeyoPass will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. In addition, you acknowledge that KeyoPass is neither responsible for, guaranteeing the accuracy of user-generated Content.

11. Disclaimers and Limitations of Liability:

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE VISIONAIRE GROUP TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING KEYOPASS. BY ACCESSING OR USING KEYOPASS, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

- (a) KEYOPASS IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE VISIONAIRE GROUP MAY NOT MONITOR, CONTROL, OR VET USER CONTENT. AS SUCH, YOUR USE OF KEYOPASS IS AT YOUR OWN DISCRETION AND RISK. THE VISIONAIRE GROUP MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF KEYOPASS, ITS SAFETY OR SECURITY, OR CONTENT. ACCORDINGLY, THE VISIONAIRE GROUP IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, INCLUDING, WITHOUT LIMITATION, FROM (i) KEYOPASS'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES AND/OR (ii) FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, REVIEWS, METRICS OR REVIEW FILTER FOUND ON, USED ON, OR MADE AVAILABLE THROUGH KEYOPASS, AND/OR (iii) ANY INJURIES, DAMAGES, OR LIABILITIES OF ANY KIND WHATSOEVER, SUFFERED AND/OR INCURRED BY YOU AS A RESULT OF YOUR USE OF ANY TOUR AND/OR ACTIVITY, AND/OR (iv) ANY LOSS OR DAMAGES AS A RESULT OF HOTEL SERVICES USED BY YOU THROUGH KEYOPASS.

- (b) THE VISIONAIRE GROUP MAKES NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES OR ADVERTISERS LISTED ON KEYOPASS OR KEYOPASS'S USERS. ACCORDINGLY, THE VISIONAIRE GROUP IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM ITS ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR PERSONAL INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES OR

ADVERTISERS LISTED OR FEATURED ON KEYOPASS. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH KEYOPASS IS AT YOUR OWN DISCRETION AND RISK.

- (c) THE VISIONAIRE GROUP EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON KEYOPASS, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF THE KEYOPASS ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.
- (d) YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH KEYOPASS, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF KEYOPASS.
- (e) THE KEYOPASSGROUP'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH KEYOPASS OR THESE TERMS IS LIMITED TO THE LESSOR OF (i) THE AMOUNT PAID, IF ANY, BY YOU IN CONNECTION WITH KEYOPASS IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.
- (f) THE VISIONAIRE GROUP DISCLAIMS LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA.

12. Copyright Dispute Resolution:

The Visionaire Group has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at www.lcweb.loc.gov/copyright/legislation/dmca.pdf). The address of the Visionaire Group's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this Section. It is the Visionaire Group's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

- (a) Procedure for Reporting Copyright Infringements: If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:
 - (i) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
 - (ii) Identification of works or materials being infringed;
 - (iii) Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that the Visionaire Group is capable of finding and verifying its existence;
 - (iv) Contact information about the notifier including address, telephone number and, if available, email address;
 - (v) A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and
 - (vi) A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

- (b) Once Proper Bona Fide Infringement Notification is Received by the Designated Agent: It is the Visionaire Group's policy:
 - (i) to remove or disable access to the infringing material;
 - (ii) to notify the content provider, member or user that it has removed or disabled access to the material; and
 - (iii) that repeat offenders will have the infringing material removed from the system and that the Visionaire Group will terminate such content provider's, member's or user's access to the Services.

- (c) Procedure to Supply a Counter-Notice to the Designated Agent: if the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below:
 - (i) A physical or electronic signature of the content provider, member or user;

- (ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
 - (iii) A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
 - (iv) Content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or, if the content provider's, member's or user's address is located outside the United States, for any judicial district in which KeyoPass is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.
- (d) If a counter-notice is received by the Designated Agent, the Visionaire Group may send a copy of the counter-notice to the original complaining party informing that person that the Visionaire Group may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at the Visionaire Group's sole discretion. Please contact the Visionaire Group's Designated Agent to Receive Notification of Claimed Infringement at support@KeyoPass.com.

13. Choice of Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of laws provisions thereof. In the event of any dispute or claim arising from or relating to the subject matter of this Agreement, the parties shall first attempt to resolve such dispute or claim through voluntary mediation for a period of thirty (30) days, provided, however, that if any such dispute or claim is not so resolved, then such dispute or claim shall be finally settled by arbitration in Dover, Delaware, using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in Dover, Delaware.

14. Termination:

- (a) You may terminate your use of KeyoPass at any time by closing your account, discontinuing your use of KeyoPass, and providing KeyoPass with a notice of termination. Please review our Privacy Policy for information about what we do with your account when terminated.
- (b) We may close your account, suspend your ability to use certain portions of the KeyoPass, and/or ban you altogether from KeyoPass for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, KeyoPass, KeyoPass Content, or any other related information.
- (c) In the event of any such termination, whether by you or us, Sections 1, 5, 6, 9–14 will continue in full force and effect, including our right to use our Content as detailed in Section 5.

15. General Terms:

- (a) We reserve the right to modify, update, or discontinue KeyoPass at our sole discretion, at any time, for any or no reason, and without notice or liability.
- (b) We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through KeyoPass.
- (c) Except as otherwise stated in Section 10, 11, 12, 13 and 14 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- (b) The Terms contain the entire agreement between you and us regarding the use of the KeyoPass, and supersede any prior oral or written agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.
- (c) Any failure on the Visionaire Group's part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any other rights hereunder.
- (d) If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.
- (e) The Terms, and any rights or obligations hereunder, are not assignable, transferable or sub-licensable by you except with the Visionaire Group's prior written consent but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void ab initio.
- (h) The section titles in the Terms are for convenience only and have no legal or contractual effect.

KEYOPASS™

REFUND POLICY

TERMS AND CONDITIONS

These ticket/fee/pass/voucher [collectively “Voucher(s)"] refund terms and conditions (collectively the "TFR Terms") have been updated and govern your access to and use of the websites, mobile applications, and any website or communication devices that reference or contain content and/or links to, or references, these TFR Terms in connection with KEYOPASS™, which is owned and/or controlled by Visionaire LLC, which is now a Delaware corporation, which includes, for purposes of these TFR Terms, without limitation, Visionaire LLC, d/b/a KeyoPass.com, KeyoPass.com and keyopartners.com (collectively referred to herein as “The Visionaire Group”). All such websites, mobile applications and/or communication devices shall now be referred to herein as "KeyoPass". By accessing or using KeyoPass, you are agreeing to these TFR Terms, and accepting a legally-binding agreement with the Visionaire Group. Do not access or use KeyoPass if you do not agree to be bound by these TFR Terms as outlined below.

Last Updated on April 30, 2016, these TFR Terms are effective immediately for users registering for personal accounts after that date and will become effective on June 19, 2018 for pre-existing users.

This Vouchers Refund policy describes our policies on Vouchers refunds on purchases of activities and tours in connection with your use of our websites, emails, and mobile applications. The terms "we" and "us" refer to the Visionaire Group.

TICKETS, FEES, VOUCHERS AND PAYMENT/REFUND.

1. Through the Services, you may purchase, from the Visionaire Group, Vouchers for services offered by local merchants at your destination (“Merchants”). You will receive an email confirmation of your purchase that will contain a Voucher confirmation number (“Confirmation Number”). In order to use your Voucher, you must appear in person at the applicable Merchant, and present your Confirmation Number. A Merchant may require you to provide photo identification in order to use your Voucher. Neither the Visionaire Group nor Merchant is responsible for lost or stolen Confirmation Numbers. Vouchers are void where prohibited by law. If you attempt to use a Voucher in an unlawful manner (e.g. , you attempt to use a Voucher for wine tasting when you are under the legal age to do so), Merchant may refuse to accept your Voucher, and no refunds will be granted.
2. The terms of use for each Voucher may vary from Merchant to Merchant and any restrictions that apply to the use of such Voucher (including, without limitation, a minimum age requirement) will be noted at the time of purchase. Vouchers are admission tickets to one-time events (“Events”); the date(s) on which a Voucher can be

used will be noted at the time of purchase. If you do not use your Vouchers on or by the date(s) noted on such Vouchers, except as expressly set forth herein, no refunds will be granted.

3. You may not cancel your Voucher after purchase. After purchase no refunds will be provided.
4. Merchant, not the Visionaire Group, is the seller of the services that are performed pursuant to the Events (and to which Vouchers correspond) and is solely responsible for accepting any Voucher you purchase and providing all such services relating thereto. Please consult with Merchant if you are unhappy with the service you received in connection with your Voucher. Except as expressly set forth herein, all fees paid for Vouchers are non-refundable. Prices quoted for Vouchers are in Chilean Pesos and are subject to change at any time prior to purchase.
5. If an Event for which you have purchased a Voucher is cancelled by Merchant, we will notify you prior to the first date on which the applicable Voucher could have been used, and will process a full refund to the credit card you used to purchase such Voucher.
6. If you attempt to use a Voucher in accordance with this Agreement and the additional terms applicable to such Voucher and you are unable to do so (due to the fault of Merchant or otherwise), please contact us at support@KeyoPass.com, and we will try to remedy the situation.
7. Although our mobile app is currently free to download for users, the Visionaire Group reserves the right to require payment of fees for certain or all its Services. You shall pay all applicable fees, as described in KeyoPass in connection with its Services selected by you. The Visionaire Group reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted in the KeyoPass. Your use of the Services following such notification constitutes your acceptance of any new or increased charges.
8. From time to time, the Visionaire Group may offer a “Best Price Guarantee” on the purchase of a Voucher. If, during the period when you see this language (or language that is similar to it or that conveys a similar effect) applied to a Voucher, you find the same Event (date and time) provided by the same Merchant being offered for a lower purchase price (the difference between the prices, the “Difference”), please notify our Customer Service team immediately at support@KeyoPass.com, and, upon your providing to us documentation of such lower price that we deem sufficient (in our sole discretion) to verify such price, we will either, at our option and as your sole remedy: (a) if we are still offering the Voucher for purchase, allow you to purchase the Voucher for the lower price demonstrated, or (b) if you have already purchased the lower-priced ticket from another vendor, refund you an amount equal to the Difference. Please note the Best Price Guarantee only applies to the period during which the language is displayed on the Services, and only to the Event to which such language is clearly affixed.

KEYOPASS™

PRIVACY POLICY ADDENDUM

TERMS AND CONDITIONS

These Terms of Service (collectively the "Terms") have been updated and govern your access to and use of the websites, mobile applications, and any website or communication devices that reference or contain content and/or links to, or references, these Terms of Service in connection with KEYOPASS™, which is owned and/or controlled by Visionaire LLC, which is now a Delaware corporation headquartered in Santa Barbara, California, with a satellite office in Santiago, Chile, which includes, for purposes of these Terms of Service, without limitation, Visionaire LLC, d/b/a KeyoPass.com, KeyoPass.com and keyopartners.com (collectively referred to herein as "The Visionaire Group"). All such websites, mobile applications and/or communication devices shall now be referred to herein as "KeyoPass". By accessing or using KeyoPass, you are agreeing to these Terms, and accepting a legally-binding agreement with the Visionaire Group. Do not access or use KeyoPass if you do not agree to be bound by the Terms as outlined below.

Last Updated on July 13, 2017, these Privacy Terms are effective immediately for users registering for personal accounts after that date and will become effective as June 19, 2018 for pre-existing users.

This Privacy Policy describes our policies on the collection, use, and disclosure of your information in connection with your use of KeyoPass. The terms "we" and "us" refer to the Visionaire Group.

When you use KeyoPass you consent to our collection, use, and disclosure of your information as described in this Privacy Policy.

1. Information You Submit

We may store the information you submit to or through KeyoPass. We use the information to fulfill your requests, provide KeyoPass functionality, improve KeyoPass quality, personalize the user experience, display relevant advertising, provide customer support, message you, back up our systems, allow for disaster recovery, and comply with legal obligations. Among the information you submit to or through KeyoPass, please note:

- (a) **Account Registration:** You must provide your name, your email account, your home city in order to sign up for an Account on the KeyoPass. In addition, you may provide us with your full name, gender, and birth date. When you sign up for any KeyoPass account, we opt you in to receive emails from other KeyoPass users, business owners and KeyoPass by default. You can manage your email preferences and modify some of the information associated with your account. Note that you cannot opt out of receiving required administrative or legal notices. If you feel that an unauthorized account has been created depicting you or your likeness, you can request its removal.

- (b) **Public Content:** All KeyoPass Content, including the following, without limitation, User Content, and all KeyoPass content [i.e., rankings, reviews, tips, photos, likes, friends, lists, compliments, account profile (including your gender, first name and last initial, but excluding your other account registration information), and other content you post to KeyoPass] is meant for public consumption, including, without limitation, the names and profiles of celebrities, restaurants and chefs. We may display this content on KeyoPass, and further distribute it to a wider audience through third party sites and services.
- (c) **Contacts:** You can invite your friends and followers (e.g., from social media sites like Twitter and Facebook) to join KeyoPass (i) by using KeyoPass information so that they can join directly, or (ii) by providing KeyoPass with your address book contact information from your computer, mobile device, or from any other third party sites like Facebook, so that KeyoPass can then invite any such friends and followers. If you invite a friend to join and connect with you on KeyoPass, we may use and store your friends' contact information long enough to process your requests.

2. Messages

If you exchange messages with others through KeyoPass, we may store these messages in order to deliver them and allow you to manage them. If you send information from KeyoPass to your phone via SMS text message, we may log your phone number, phone carrier, and the date and time that the message was processed. Carriers may charge recipients for texts that they receive. For more information on controlling your personal data, please see Sections 4 and 5, below.

3. Cookies and Other Information KeyoPass Collects

In addition to the information you submit to or through KeyoPass, we also collect and store information from and about you in the course of your use of KeyoPass. We use this information to analyze and track user behavior, personalize your experience, associate it with other information about you, provide the functionality and improve the quality of KeyoPass, help comply with legal obligations, and may use it to display relevant advertising. We collect this information in a couple of different ways as follows:

- (a) **Cookies:** We may use cookies, web beacons, local shared objects (sometimes called "flash cookies"), and similar technology in connection with your use of KeyoPass ("Cookies"). Cookies are small data files that may have unique identifiers, and reside, among other places, on your computer or mobile device, in emails we send to you, and on our web pages. Cookies may transmit information about you and your use of KeyoPass, such as your browser type, search preferences, data relating to advertisements that have been displayed to you or that you have clicked on, and the date and time of your use. You can disable

some (but not all) Cookies in your device or browser settings but doing so may affect your ability to use KeyoPass.

- (b) **Server Logs:** Our servers log information about your use of KeyoPass, such as your search activity, the pages you view, the date and time of your visit, and the businesses you call using our mobile applications. Our servers also log information that your computer or mobile device provides to us in connection with your use of KeyoPass, such as your browser type, browser language, IP address, mobile carrier, unique device identifier, location, and requested and referring URLs. You may be able to adjust the settings on your computer or mobile device to limit the information it shares with us.

4. **Third Parties**

- (a) **Private:** We do not rent, share, sell or trade personally identifiable information with third parties for their direct marketing purposes.
- (c) **Note the following:**
 - (i) **Service Providers:** Some of the services that are offered through KeyoPass are provided by third party providers, like dinner reservations, food delivery, and the like. We also outsource some of our own functions to third party providers, such as technical and customer support, tracking and reporting functions, quality assurance testing, payment processing functions, and other services. We may share information from or about you with these third party providers so that they can perform their services or complete your requests.
 - (ii) **Aggregate Information:** We may share user information in the aggregate with third parties, such as advertisers and content distributors. For example, we may disclose the number of users that have been exposed to, or clicked on, advertisements.
 - (iii) **Business Transfers:** We may share information from or about you with subsidiaries, joint ventures, or other companies under common control, in which case we will require them to honor this Privacy Policy. If another company acquires KeyoPass or all or substantially all of our assets, that company will possess the same information, and will assume the rights and obligations with respect to that information as described in this Privacy Policy.
 - (iv) **Investigations:** We may investigate and disclose information from or about you if we have a good faith belief that such investigation or disclosure is (a) reasonably necessary to comply with legal process and

law enforcement instructions and orders, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; (b) helpful to prevent, investigate, or identify possible wrongdoing in Connection with KeyoPass; or (c) protect our rights, reputation, property, or that of our users' affiliates, or the public.

- (v) **Links:** KeyoPass may contain links to unaffiliated third-party websites. Except as set forth herein, we do not share your personal information with them, and are not responsible for their privacy practices. We suggest you read the privacy policies on all such third party websites.
- (vi) **Facebook and Twitter:** If you are logged into Facebook, and you access but are not logged into KeyoPass, we may receive information from Facebook to make it easier for you to create an account on KeyoPass and show you relevant content from your Facebook friends. This information personalizes your experience and helps you create a KeyoPass account. You can also connect your KeyoPass account to your accounts on third party services like Facebook or Twitter, in which case we may collect and store information identifying your account with the third-party service. We use the information to help you connect and share public content with your friends and followers. You can manage these settings.

5. **Controlling Your Personal Data**

Other users may be able to identify you, or associate you with your User account if you include personal information in your Public Content. You can reduce the risk of being personally identified by using KeyoPass pseudonymously, though doing so could detract from the credibility of your contributions to KeyoPass. Users can also use the Member Search feature to find one another based on their names or email addresses. Please also note that the messages you send or receive using KeyoPass are only private to the extent that you and the sender/recipient keep them private. For example, we do not have any control over whether a recipient of one of your personal messages publicly posts it or its contents.

6. **Data Retention and Account Termination**

If you terminate your account, we may continue to show some of your content in anonymized form. We may also keep personal information in our active systems for a period of 5 years (or longer if required by law) in order to ensure our ability to satisfy the authorized uses under this Privacy Policy. For example, we may use retained data to prevent, investigate, or identify possible wrongdoing in connection with KeyoPass or to comply with legal obligations. Please also note that information may exist in backup storage even after it has been removed from our active databases. If you are terminating a business account, the personal information associated with your account will be removed according to the terms of this Policy. However your business listing will remain visible, including consumer reviews about your business.

We will respond to requests relating to personal data sent from within the European Union according to the procedures mandated by the member state from where the request is sent. You will receive a response to your request within 30 days.

7. Children

The KeyoPass is intended for general audiences and is not directed to children under 13. We do not knowingly collect personal information from children under 13. If you become aware that a child has provided us with personal information without parental consent, please contact us. If we become aware that a child under 13 has provided us with personal information without parental consent, we take steps to remove such information and terminate the child's account.

8. Security

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet or via mobile device, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

9. Dispute Resolution

If you believe that KeyoPass has not adhered to this Privacy Policy, you may contact the Visionaire Group at support@keyopass.com.

10. Modifications to This Privacy Policy

We may revise this Privacy Policy from time to time. The most current version of the Privacy Policy will govern our use of your information and will be located. If we make material changes to this Privacy Policy, we will notify you by email or by posting a notice on KeyoPass prior to the effective date of the changes. By continuing to access or use KeyoPass after those changes become effective, you agree to be bound by the revised Privacy Policy.

Data Processing Addendum

This Data Processing Addendum (“DPA”) is entered into as of the Addendum Effective Date and forms part of KeyoPass’s (defined below) Terms of Service (available at www.keyopass.com) or other agreement by and between: (1) Visionaire LLC, a Delaware entity (“KeyoPass”) and/or KeyoPass Affiliates (defined below); and (2) the undersigned customer of KeyoPass and/or any KeyoPass Affiliates (“Customer”) for Services (defined below) provided by KeyoPass and/or any KeyoPass Affiliates (the “Agreement”) to reflect the parties’ agreement with regard to the Processing of Personal Data (defined below). Each of Customer, KeyoPass and any KeyoPass Affiliate that is party to the Agreement may be referred to herein as a “party” and together as the

“parties.”

Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Customer Affiliates, if and to the extent KeyoPass and/or any KeyoPass Affiliate Processes Personal Data for which such Customer Affiliates qualify as a Data Controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Customer Affiliates and the term “KeyoPass” shall include KeyoPass and KeyoPass Affiliates.

In the course of providing the Services to Customer pursuant to the Agreement, KeyoPass may Process Personal Data on behalf of Customer and the parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

HOW TO EXECUTE THIS DPA

Customer will be deemed to have agreed to the Agreement and this DPA if continuing to use the Services on or after June 15, 2018. You may countersign this DPA for your own records by following the steps below:

1. This DPA consists of two parts: the main body of the DPA and Annex 1.
2. This DPA has been pre-signed on behalf of KeyoPass.
3. To complete this DPA, Customer must complete the information and sign on page 9.
4. Send the completed and signed DPA to KeyoPass by email, indicating the Customer’s legal name (as set out in the Agreement, if applicable), to support@keyopass.com.

HOW THIS DPA APPLIES

If the Customer entity agreeing to this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, KeyoPass is party to this DPA.

If the Customer entity agreeing to this DPA is not a party to the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

This DPA shall not replace any comparable or additional rights relating to Processing of KeyoPass’s data contained in the Agreement (including any existing data processing addendum to the Agreement).

DATA PROCESSING TERMS

1. DEFINITIONS

1.1. In this DPA the following terms shall have the meanings set out in this Paragraph 1.1, unless expressly stated otherwise:

- (a) “**Addendum Effective Date**” means (a) June 15, 2018, if Customer clicked to accept or the parties otherwise agreed to this DPA in respect of the applicable Agreement prior to or on such date; or (b) the date on which Customer clicked to accept or the parties otherwise agreed to this DPA in respect of the applicable Agreement, if such date is after June 19, 2018.

- (b) “**Adequate Country**” means a country or territory outside the European Economic Area that the European Commission has deemed to provide an adequate level of protection for Personal Data pursuant to a decision made in accordance Article 45(1) of the GDPR.
- (c) “**KeyoPass Affiliates**” means any companies which are controlled by KeyoPass, which control KeyoPass or which are under common control with KeyoPass and are Data Processors of any Customer Personal Data. For these purposes, “**control**” and its derivatives mean to hold, directly or indirectly, more than 50% of the respective shares with voting rights.
- (d) “**Anonymised Data**” means any Personal Data (including Customer Personal Data), which has been anonymised such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by KeyoPass, a KeyoPass Affiliate or any other party reasonably likely to receive or access that anonymised Personal Data.
- (e) “**Business Day**” means any day which is not a Saturday, Sunday or public holiday, and on which the banks are open for business, in San Francisco, California.
- (f) “**Cessation Date**” has the meaning given in Paragraph 9.1.
- (g) “**Controller Data**” means any Personal Data KeyoPass independently collects from a Data Subject or a third party for Processing or other legitimate business purposes in connection with KeyoPass providing certain services to the Data Subject.
- (h) “**Customer Affiliates**” means any companies which are controlled by Customer, which control Customer, or which are under common control with Customer and either: (i) are Data Controllers of any Customer Personal Data; and/or (ii) on whose behalf KeyoPass, a KeyoPass Affiliate and/or any Subprocessor otherwise processes any Customer Personal Data. For these purposes, “**control**” and its derivatives mean to hold, directly or indirectly, more than 50% of the respective shares with voting rights.
- (i) “**Customer Personal Data**” means any Personal Data Processed by or on behalf of KeyoPass on behalf of Customer under the Agreement excluding any Controller Data.
- (j) “**Data Protection Laws**” means the EU General Data Protection Regulation 2016/679 (the “**GDPR**”) and to the extent the GDPR is no longer applicable in the United Kingdom, any implementing legislation or legislation having equivalent effect in the United Kingdom (references to “**Articles**” or “**Chapters**” of the GDPR shall be construed accordingly).
- (k) “**Data Subject Request**” means the exercise by Data Subjects of their rights under, and in accordance with, Chapter III of the GDPR.
- (l) “**Data Subject**” means the identified or identifiable natural person located in the European Economic Area to whom Customer Personal Data relates.

- (m) “**Delete**” means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed, and “**Deletion**” shall be construed accordingly.
- (n) “**Personnel**” means a person’s employees, agents, consultants or contractors.
- (o) “**Post-cessation Storage Period**” has the meaning given in Paragraph 9.2.
- (p) “**Restricted Country**” means a country or territory outside the European Economic Area that is not an Adequate Country.
- (q) “**Restricted Transfer**” means: (i) a transfer of Customer Personal Data from Customer to KeyoPass in a Restricted Country; or (ii) an onward transfer of Customer Personal Data from KeyoPass to a Subprocessor in a Restricted Country, (in each case) where such transfer would be prohibited by Data Protection Laws without a legal basis therefor under Chapter V of the GDPR.
- (r) “**Services**” means those services and activities to be supplied to or carried out by or on behalf of KeyoPass and/or KeyoPass Affiliates for Customer pursuant to the Agreement.
- (s) “**Standard Contractual Clauses**” means the standard contractual clauses issued by the European Commission (from time-to-time) for the transfer of Personal Data from Data Controllers established inside the European Economic Area to Data Processors established in Restricted Countries.
- (t) “**Subprocessor**” means any third party appointed by or on behalf of KeyoPass and/or KeyoPass Affiliates to Process Customer Personal Data.

1.2. In this DPA:

- (a) the terms, “**Data Controller**”, “**Data Processor**”, “**Personal Data**”, “**Personal Data Breach**”, “**Process**” (and its derivatives) and “**Supervisory Authority**” shall have the meaning ascribed to the corresponding terms in the Data Protection Laws;
- (b) unless otherwise defined in this DPA, all capitalized terms shall have the meaning given to them in the Agreement; and
- (c) any reference to any statute, regulation or other legislation in this DPA shall be construed as meaning such statute, regulation or other legislation, together with any applicable judicial or administrative interpretation thereof (including any binding guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority).

2. **PROCESSING OF CUSTOMER PERSONAL DATA**

2.1. In respect of Customer Personal Data, the parties acknowledge that:

- (a) KeyoPass acts as a Data Processor; and
- (b) Customer acts as the Data Controller.

- 2.2. KeyoPass shall:
 - (a) comply with all applicable Data Protection Laws in Processing Customer Personal Data; and
 - (b) not Process Customer Personal Data other than:
 - (i) on Customer's instructions (subject always to Paragraph 2.9); and
 - (ii) as required by applicable laws.
- 2.3. [Intentionally Omitted]
- 2.4. Customer instructs KeyoPass to Process Customer Personal Data as necessary:
 - (a) to provide the Services to Customer; and
 - (b) to perform KeyoPass's obligations and exercise KeyoPass's rights under the Agreement.
- 2.5. Annex 1 (*Data Processing Details*) sets out certain information regarding KeyoPass's Processing of Customer Personal Data as required by Article 28(3) of the GDPR.
- 2.6. Customer may amend Annex 1 (*Data Processing Details*) on written notice to KeyoPass from time to time as Customer reasonably considers necessary to meet any applicable requirements of Data Protection Laws.
- 2.7. Nothing in Annex 1 (*Data Processing Details*) (including as amended pursuant to Paragraph 2.6) confers any right or imposes any obligation on any party to this DPA.
- 2.8. Where KeyoPass receives an instruction from Customer that, in its reasonable opinion, infringes the GDPR, KeyoPass shall inform Customer.
- 2.9. Customer acknowledges and agrees that any instructions issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of KeyoPass pursuant to or in connection with the Agreement:
 - (a) shall be strictly required for the sole purpose of ensuring compliance with Data Protection Laws; and
 - (b) (without limitation to the generality of Paragraph 2.7) shall not relate to the scope of, or otherwise materially change, the Services to be provided by KeyoPass under the Agreement.
- 2.10. Notwithstanding anything to the contrary herein, KeyoPass may terminate the Agreement in its entirety upon written notice to Customer with immediate effect if KeyoPass considers (in its reasonable discretion) that:
 - (a) it is unable to adhere to, perform or implement any instructions issued by Customer due to the technical limitations of its systems, equipment and/or facilities; and/or
 - (b) to adhere to, perform or implement any such instructions would require disproportionate effort (whether in terms of time, cost, available technology,

manpower or otherwise).

For the avoidance of doubt, this Paragraph 2.10 does not refer to the instructions set out in Paragraph 2.4.

- 2.11. Customer represents and warrants on an ongoing basis that, for the purposes of Article 6 of the GDPR, there is, and will be throughout the term of the Agreement, a valid legal basis for the Processing by KeyoPass of Customer Personal Data in accordance with this DPA and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing).

3. **KEYOPASS PERSONNEL**

- 3.1. KeyoPass shall take reasonable steps to ensure the reliability of any KeyoPass Personnel who Process Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. **SECURITY**

- 4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk (which may be of varying likelihood and severity) for the rights and freedoms of natural persons, KeyoPass shall in relation to Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 4.2. In assessing the appropriate level of security, KeyoPass shall take account in particular of the risks presented by the Processing, in particular from a Personal Data Breach.

5. **SUBPROCESSING**

- 5.1. Customer authorizes KeyoPass to appoint Subprocessors in accordance with this Paragraph 5.
- 5.2. KeyoPass may continue to use those Subprocessors already engaged by KeyoPass as at the date of this DPA, subject to KeyoPass meeting within a reasonable timeframe (or having already met) the obligations set out in Paragraph 5.4.
- 5.3. KeyoPass shall give Customer prior written notice of the appointment of any new Subprocessor, including reasonable details of the Processing to be undertaken by the Subprocessor. If, within ten business days of receipt of that notice, Customer notifies KeyoPass in writing of any objections (on reasonable grounds) to the proposed appointment:
 - (a) KeyoPass shall use reasonable efforts to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and

- (b) where:
 - (i) such a change cannot be made within thirty days from KeyoPass receipt of Customer's notice;
 - (ii) no commercially reasonable change is available; and/or
 - (iii) Customer declines to bear the cost of the proposed change, either party may by written notice to the other party with immediate effect terminate the Agreement either in whole or to the extent that it relates to the Services which require the use of the proposed Subprocessor.

5.4. With respect to each Subprocessor, KeyoPass shall ensure that the arrangement between KeyoPass and the Subprocessor is governed by a written contract including terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this DPA (including those set out in Paragraph 4).

6. **DATA SUBJECT RIGHTS**

6.1. Taking into account the nature of the Processing, KeyoPass shall provide Customer with such assistance as may be reasonably necessary and technically possible in the circumstances, to assist Customer in fulfilling its obligation to respond to Data Subject Requests.

6.2. KeyoPass shall:

- (a) promptly notify Customer if KeyoPass receives a Data Subject Request; and
- (b) ensure that KeyoPass does not respond to any Data Subject Request except on the written instructions of Customer (and in such circumstances, at Customer's cost) or as required by applicable laws, in which case KeyoPass shall to the extent permitted by applicable laws inform Customer of that legal requirement before KeyoPass responds to the Data Subject Request.

7. **PERSONAL DATA BREACH**

7.1. KeyoPass shall notify Customer without undue delay upon KeyoPass becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information (insofar as such information is, at such time, within KeyoPass's possession) to allow Customer to meet any obligations under Data Protection Laws to report the Personal Data Breach to:

- (a) affected Data Subjects; or
- (b) the relevant Supervisory Authority(ies) (as may be determined in accordance with the Data Protection Laws).

7.2. KeyoPass shall co-operate with Customer and take such reasonable commercial steps as may be directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

- 8.1. KeyoPass shall provide reasonable assistance to Customer, at Customer's cost, with any data protection impact assessments, and prior consultations with Supervisory Authorities (as defined in the GDPR), which Customer reasonably considers to be required of Customer by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by and taking into account the nature of the Processing by, and information available to, KeyoPass.

9. DELETION OR RETURN OBLIGATIONS

- 9.1. Subject to Paragraphs 9.2 and 9.5, upon the date of cessation of any Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), KeyoPass shall immediately cease all Processing of the Customer Personal Data for any purpose other than for storage.
- 9.2. Subject to Paragraph 9.5, to the extent technically possible in the circumstances (as determined in KeyoPass's sole discretion), on written request to KeyoPass (to be made no later than twenty days after the Cessation Date (the "**Post-cessation Storage Period**")), KeyoPass shall either (at KeyoPass's option):
- (a) return a complete copy of all Customer Personal Data within KeyoPass's possession to Customer by secure file transfer, promptly following which KeyoPass shall Delete all other copies of such Customer Personal Data; or
 - (b) Delete all Customer Personal Data then within KeyoPass's possession.
- 9.3. KeyoPass shall comply with any written request made pursuant to Paragraph 9.2 within thirty days of the Cessation Date.
- 9.4. In the event that during the Post-cessation Storage Period, Customer does not instruct KeyoPass in writing to either Delete or return the Customer Personal Data pursuant to Paragraph 9.2, KeyoPass shall promptly after the expiry of the Post-cessation Storage Period either (at its option):
- (a) Delete; or
 - (b) irreversibly render Anonymised Data,
all Customer Personal Data then within KeyoPass's possession to the fullest extent technically possible in the circumstances.
- 9.5. KeyoPass and any Subprocessor may retain Customer Personal Data where required by applicable law, for such period as may be required by such applicable law, provided that KeyoPass and any such Subprocessor shall ensure:

- (a) the confidentiality of all such Customer Personal Data; and
 - (b) that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable law requiring its storage and for no other purpose.
- 9.6. If requested by Customer, KeyoPass shall provide written certification to Customer that it has fully complied with its obligations under this Paragraph 9 without undue delay.

10. **AUDIT RIGHTS**

- 10.1. KeyoPass shall make available to Customer on request such information as KeyoPass (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this DPA.
- 10.2. Subject to Paragraphs 10.3 and 10.4, in the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by KeyoPass pursuant to Paragraph 10.1 is not sufficient in the circumstances to demonstrate KeyoPass's compliance with this DPA, KeyoPass shall allow for and contribute to audits, including on-premise inspections, by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Personal Data by KeyoPass.
- 10.3. Customer shall give KeyoPass reasonable notice of any audit or inspection to be conducted under Paragraph 10.1 (which shall in no event be less than fifteen business days' notice unless required by a Supervisory Authority pursuant to Paragraph 10.4(f)) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing, and hereby indemnifies KeyoPass in respect of, any damage, injury or disruption to KeyoPass's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of KeyoPass's other customers or the availability of KeyoPass's services to such other customers) while its Personnel and/or its auditor's Personnel (if applicable) are on those premises in the course of any on-premise inspection.
- 10.4. KeyoPass need not give access to its premises for the purposes of such an audit or inspection:
- (a) to any individual unless he or she produces reasonable evidence of their identity and authority;
 - (b) to any auditor whom KeyoPass has not given its prior written approval (not to be unreasonably withheld);
 - (c) unless the auditor enters into a non-disclosure agreement with KeyoPass on terms acceptable to KeyoPass;
 - (d) where, and to the extent that, KeyoPass considers, acting reasonably, that to do so would result in interference with the confidentiality or security of the data of KeyoPass's other customers or the availability of KeyoPass's services to such other customers;
 - (e) outside normal business hours at those premises; or

- (f) on more than one occasion in any calendar year during the term of the Agreement, except for any additional audits or inspections which Customer is required to carry out by Data Protection Law or a Supervisory Authority, where Customer has identified the relevant requirement in its notice to KeyoPass of the audit or inspection.
- 10.5. The parties shall discuss and agree upon the costs, scope, timing, and duration of any inspection or audit to be carried out by or on behalf of Customer pursuant to Paragraph 10.2 in advance of such inspection or audit and, unless otherwise agreed in writing between the parties, Customer shall bear any third party costs in connection with such inspection or audit and reimburse KeyoPass for all costs incurred by KeyoPass and time spent by KeyoPass (at KeyoPass's then-current professional services rates) in connection with any such inspection or audit.

11. RESTRICTED TRANSFERS

- 11.1. Subject to Paragraph 11.3, to the extent that any Processing by either KeyoPass or any Subprocessor of Customer Personal Data involves a Restricted Transfer, the parties agree that:
- (a) Customer – as “data exporter”; and
 - (b) KeyoPass or Subprocessor (as applicable) – as “data importer”, shall enter into the Standard Contractual Clauses in respect of that Restricted Transfer and the associated Processing in accordance with Paragraph 11.3.
- 11.2. In respect of any Standard Contractual Clauses entered into pursuant to Paragraph 11.1:
- (a) Clause 9 of such Standard Contractual Clauses shall be populated as follows:
“The Clauses shall be governed by the law of the Member State in which the data exporter is established.”
 - (b) Clause 11(3) of such Standard Contractual Clauses shall be populated as follows:
“The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.”
 - (c) Appendix 1 to such Standard Contractual Clauses shall be populated with the corresponding information set out in Annex 1 (*Data Processing Details*); and
 - (d) Appendix 2 to such Standard Contractual Clauses shall be populated as follows:
“The technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) are those established and maintained under Paragraph 4 of the DPA.”
- 11.3. The Standard Contractual Clauses shall be deemed to come into effect under Paragraph 11.1 automatically upon the commencement of the relevant Restricted Transfer **provided that** Paragraph 11.1 shall not apply to a Restricted Transfer unless its effect is to allow the relevant Restricted Transfer and the associated Processing to take

place without breach of applicable Data Protection Laws.

12. **ANONYMOUS DATA**

- 12.1. Customer acknowledges and agrees that KeyoPass shall be freely able to use and disclose Anonymised Data for KeyoPass's own business purposes without restriction.

13. **CONTROLLER DATA**

- 13.1. Customer acknowledges and agrees that (as between the parties) KeyoPass shall be freely able to use and disclose (without restriction) the Controller Data for any such purposes as KeyoPass may in its sole discretion determine.
- 13.2. To the extent that any Controller Data constitutes Personal Data for the purposes of the Data Protection Laws, KeyoPass:
- (a) shall be an independent Data Controller in respect of such Controller Data;
 - (b) may independently determine the purposes and means of its Processing of such Controller Data.

14. **ORDER OF PRECEDENCE**

- 14.1. This DPA shall be incorporated into and form part of the Agreement.
- 14.2. In the event of any conflict or inconsistency between:
- (a) this DPA and the Agreement, this DPA shall prevail; or
 - (b) any Standard Contractual Clauses entered into pursuant to Paragraph 11 and this DPA, those Standard Contractual Clauses shall prevail.

Annex 1 Data Processing Details

This Annex 1 to the DPA includes certain details of the Processing of Customer Personal Data: as required by Article 28(3) GDPR; and (where applicable in accordance with Paragraph 12) to populate Appendix 1 to the Standard Contractual Clauses.

The nature and purpose of the Processing of Customer Personal Data

KeyoPass will Process Customer Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by Customer in its use of the Services.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and the DPA.

The categories of Data Subjects to whom the Customer Personal Data relates

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, prospective employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's users authorized by Customer to use the Services

The types of Customer Personal Data to be Processed

Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

Names, titles, position, employer, contact information (email, phone, fax, physical address etc.), identification data, professional life data, personal life data, connection data, investment data, banking data or localization data (including IP addresses).

Special Categories of Personal Data (if any)

Customer may submit special categories of Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion. Such special categories of Personal Data include, but may not be limited to, Personal Data with information revealing racial or ethnic origins, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning an individual's health or sex life.

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and the DPA.