

REVINATE® WEBSITE PRIVACY POLICY

Summary:

The following Revinate Website Privacy Policy ("Privacy Policy") sets forth our policy with respect to the collection, storage, use and sharing of your personal information and other information that we collect from you when you access the Revinate website located at www.revinate.com (the "Site"). The Site is owned and operated by Revinate, LLC, its subsidiaries and affiliated entities (collectively, "Revinate," "we," "our" or "us").

This Privacy Policy applies solely to the information we collect and use on our corporate Site. This Privacy Policy does not apply to information about guests ("Guests") of our third-party hospitality industry customers ("Revinate Customers") that is processed, tracked and/or collected by us in connection with our various proprietary product and services offerings, including Revinate Marketing, Reservation Sales, Revinate Ivy, Guest Feedback, and RezForce (collectively, the "Revinate Solutions"). Please see our Revinate Solutions Privacy Policy for information on our privacy practices and Guest choices as they relate to the Revinate Solutions.

In connection with the Revinate Solutions, Guests may submit personal information, answers to survey questions, reviews, testimonials and other materials. Any information submitted by Guests in connection with the Revinate Solutions shall be subject to the separate privacy policies of our various Revinate Customers. Our Revinate Customers have separate privacy and data collection practices and Revinate has no responsibility or liability relating to them. Please review the privacy policies of the applicable Revinate Customer prior to submitting any information in connection with your engagement with any of the Revinate Solutions.

Background:

This Privacy Policy covers our treatment of personal information and other information that we collect when an end-user visitor to the Site ("User," "you" or "your"): (a) accesses or uses the Site; (b) accesses and/or downloads any of the product/service descriptions, blog posts, podcasts, webinars, testimonials, text, audio, video, photographs, graphics, artwork and/or other content featured on the Site (collectively, "Content"); (c) accesses and/or provides information in connection with employment opportunities with Revinate ("Career Opportunities"); and/or (d) utilizes the various contact forms and/or contact information made available on the Site (collectively, the "Contact Services") as a means to contact directly, or request to be contacted by, Revinate regarding the Revinate Solutions. For purposes of this Privacy Policy, the Site, Content, Contact Services, Career Opportunities and Revinate Solutions shall be referred to, collectively, as the "Revinate Offerings." In order to purchase Revinate Solutions, you must separately execute a Service Order with Revinate.

IF YOU DO NOT AGREE TO TERMS OF THIS PRIVACY POLICY, IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR OTHERWISE USE THE REVINATE OFFERINGS.

Your California Privacy Rights:

Revinate will never share, sell, rent, exchange or barter your "personal information" (as defined in the Shine the Light Law, Cal. Civ. Code § 1798.83) to or with any third-party for financial gain or marketing purposes. Nevertheless, we may, in certain limited instances, share your personal information with third parties who perform administrative functions on our behalf.

If you are a resident of the State of California and would like to learn how your personal information is shared with third parties, what categories of personal information that we have shared with third parties in the preceding year, as well as the names and addresses of those third parties, please call us at: (415) 671-4703; email us at: support+privacy@revinate.com; or send us U.S. Mail to: Revinate, LLC, 543 NW York Dr., #120, Bend, OR 97703.

Your Nevada Privacy Rights: If you are a resident of the State of Nevada and would like to opt-out from the sale of your personal information to any third-party data broker, please call us at: (415) 671-4703; email us at: support+privacy@revinate.com; or send us U.S. Mail to: Revinate, LLC, 543 NW York Dr., #120, Bend, OR 97703.

Personal Information Collected:

In connection with requesting information concerning the Revinate Offerings, Revinate will collect some or all of the following information applicable to the User and/or the business entity that the User represents (the "Entity"): (a) the User's full name; (b) the Entity's name; (c) the User's personal e-mail address and/or work e-mail address; (d) the User's telephone number; (e) the User's current employer; (f) the User's current role with her/his employer; (g) the User's resume (where applying for a Revinate Career Opportunity); (h) the User's gender, race and military status (where applying for a Revinate Career Opportunity); (i) whether the User would require sponsorship for employment visa status (where applying for a Revinate Career Opportunity); (j) the User's LinkedIn® URL (where applying for a Revinate Career Opportunity); and/or (k) any other information requested on the applicable form.

For purposes of this Privacy Policy, items (g) through (j) in the preceding paragraph shall be referred to as "Sensitive Information."

Use of Personal Information:

Revinate will never share, sell, rent, exchange or barter your personal information to or with any third party for financial gain or marketing purposes. By making that personal information available to Revinate, you grant Revinate the right, subject to applicable law, to: (a) use that personal information to contact you regarding your use of the Revinate Offerings; (b) use that personal information (but not Sensitive Information) to contact you regarding other Revinate products and/or services that we think may be of interest to you; and/or (c) use that personal information (but not Sensitive Information) to contact you regarding third-party products and/or services that we think may be of interest to you. If you wish to stop receiving future communications from us, please follow the instructions at the end of each such e-mail message or see the "Opt-Out/Unsubscribe" section below.

Where you submit personal information, we use the personal information that you make available to personalize your experience with the Site and to facilitate the provision of the applicable Revinate Offerings to you, including in connection with customer service and to otherwise respond to any inquiries made by you. By submitting information in connection with the Career Opportunities, you agree that we may contact you regarding the employment opportunities for which you applied. You also agree that we may contact you at any time with updates and/or any other information that we may deem appropriate for you to receive in connection with your continued use of the Revinate Offerings.

We may also employ other companies and individuals to perform certain functions on our behalf. Examples include sending direct and electronic mail, removing duplicate information from User lists, analyzing data and providing marketing analysis. The agents performing these limited functions on our behalf shall have access to our Users' personal information as needed to perform these functions for us, but we do not permit them to use User personal information for other purposes.

We may also use your personal information for internal business purposes, such as analyzing and managing our service offerings including, without limitation, the Revinate Offerings. We may also combine the information we have gathered about you with information from other sources.

By submitting your personal information by and through the Revinate Offerings, you agree that such act constitutes an inquiry and/or application for purposes of the Amended Telemarketing Sales Rule (16 CFR §310 et seq.), as amended from time to time (the "Rule") and applicable state do-not-call regulations. As such, notwithstanding that your telephone number may be listed on the Federal Trade Commission's Do-

Not-Call List, and/or on applicable state do-not-call lists, we retain the right to contact you via telemarketing in accordance with the Rule and applicable state do-not-call regulations.

Where you provide “prior express consent” within the meaning of the Telephone Consumer Protection Act (47 USC § 227), and its implementing regulations adopted by the Federal Communications Commission (47 CFR § 64.1200), as amended from time-to-time (“TCPA”), you consent to receive telephone calls from Revinate, including artificial voice calls, pre-recorded messages and/or calls (including SMS text messages) delivered via automated technology, to the telephone number(s) that you provided. Please note that you are not required to provide consent under the TCPA in order to obtain access to the Revinate Offerings, and your consent simply allows Revinate to contact you via these means. Please be advised that by agreeing to this Privacy Policy, you are obligated to immediately inform us if and when the telephone number that you have previously provided to us changes. Without limiting the foregoing, if you: (i) have your telephone number reassigned to another person or entity; (ii) give up your telephone number so that it is no longer used by you; (iii) port your telephone number to a landline or vice versa; or (iv) otherwise stop using that telephone number for any reason (collectively “Phone Number Change”), you agree that you shall promptly notify Revinate of the Phone Number Change via e-mail at: support+privacy@revinate.com, or by using one of the methods set forth in the “Contact Us” section below.

We reserve the right to release current or past personal information (including Sensitive Information): (A) in the event that we believe that the Revinate Offerings are being or have been used in violation of any Site-related agreement or to commit unlawful acts; (B) if the information is subpoenaed; provided, however, that, where permitted by applicable law, we shall provide you with e-mail notice, and opportunity to challenge the subpoena, prior to disclosure of any personal information pursuant to a subpoena; (C) if we are sold, merge with a third-party or are acquired by a third-party (collectively, “M&A Transactions”) (including where we share your personal information in connection with the due diligence process associated with a potential M&A Transaction); or (D) if we are the subject of bankruptcy proceedings; provided, however, that if Revinate is involved in a bankruptcy proceeding, merger, acquisition or sale of all or a portion of its assets, you will be notified via e-mail and/or a prominent notice on the Site of any change in ownership or uses of your personal information, as well as any choices that you may have regarding your personal information.

You hereby consent to the disclosure of any record or communication to any third-party when we, in our sole discretion, determine the disclosure to be required by applicable law, including sharing your e-mail address with third-parties for suppression purposes in compliance with the CAN-SPAM Act of 2003, as amended from time to time, and other e-mail marketing laws. Users should also be aware that courts of equity, such as U.S. Bankruptcy Courts, might have the authority under certain circumstances to permit personal information to be shared or transferred to third-parties without permission.

Non-Personal Information Collection and Use:

IP Addresses/Browser Type

We may collect certain non-personally identifiable information about you and your desktop computer and/or mobile device when you visit many of the pages of the Site. This non-personally identifiable information includes, without limitation, the type of browser that you use (e.g., Safari, Chrome, Internet Explorer), your IP address, the type of operating system that you use (e.g., Windows or iOS) and the domain name of your Internet service provider (e.g., Verizon, AT&T). We use the non-personally identifiable information that we collect to improve the design and content of the Revinate Offerings and to enable us to personalize your Internet experience. We also may use this information in the aggregate to analyze usage of the Revinate Offerings.

Cookies

When a User visits the Site, we send one (1) or more cookies and/or gif files (collectively, “Cookies”) to assign an anonymous, unique identifier to the applicable User’s computer. A Cookie is a piece of data stored on your hard drive containing non-personally identifiable information about you. Cookies have many benefits to enhance your experience at the Site. To find out more about Cookies, please visit www.cookiecentral.com. We use Cookies to improve the quality of the Revinate Offerings, including for

storing User preferences and tracking Site-User trends (including pages opened and length of stay at the Site).

Most Internet browsers are initially set up to accept Cookies, but you can reset your browser to refuse all Cookies or to indicate when a Cookie is being sent. To disable and reject certain Cookies, follow the instructions associated with your Internet browser. Even in the case where a User rejects a Cookie, she or he may still use the Revinate Offerings; provided, however, that certain Revinate Offerings-related functions may be impaired or rendered inoperable if the use of Cookies is disabled. We reserve the right to retain Cookie data as long as they are beneficial for business needs.

Behavioral Tracking and Data Collection

We place cookies on your device in order to identify you in our system, and we may use this information to help us send targeted marketing communications to our Users. From time to time we may also display advertising on our Site, and in that capacity use cookies to provide display advertising targeted to your interests. You may opt out of our display advertising partner(s) and their partners' targeted advertising using the following links: <https://www.aboutads.info/choices/>, <https://www.networkadvertising.org/choices/>, and <https://www.youronlinechoices.eu/>, if located in the European Union.

Revinate also uses web analytics services provider Google® Analytics. Google Analytics is a web analytics service provided by Google Inc. ("Google"). Google Analytics uses cookies and similar technologies to analyze how Users use the Site. The information generated about Site usage (including your shortened IP address) is transmitted to Google. This information is used to evaluate visitors' use of the Site, compile statistical reports on Site activity, and provide other services related to the Site Offerings. Google may also collect information about Site visitors' use of other websites. For more information about Google® Analytics, or to opt out of Google® Analytics, please go to: <https://tools.google.com/dlpage/gaoptout/>.

In addition, Revinate uses the following third-party services in order to better understand Site-User needs and to optimize the Revinate Offerings:

- (a) Chili Piper® to help collect, manage and filter some of the personal information collected on the Site. For further details, including opt-out methods, please see Chili Piper's® Privacy Policy by clicking [here](#).
- (b) Microsoft® Clarity to understand how Users interact with our Site through heatmaps, session recordings, and other analytics tools. Clarity helps us visualize User behavior, identify popular content, and pinpoint areas where Users might be experiencing difficulties. For more information on Microsoft Clarity's privacy practices, please refer to Microsoft's Privacy Policy by clicking [here](#).
- (c) Marketo® (by Adobe) for marketing automation, including managing email communications and understanding how Users interact with our marketing content. Marketo may collect information such as your browsing activity on the Site if you have engaged with our marketing emails or filled out a form. For more information on Marketo's privacy practices, please refer to Adobe's Privacy Policy by clicking [here](#).
- (d) In addition to Google Analytics, Revinate uses certain other Google products such as Google Fonts to optimize the Site-User's experience with the Revinate Offerings. Google may track Site-User IP addresses. Revinate will obtain Site-User consent prior to making Google available to the subject Site-User(s).

We also use mobile analytics software to allow us to better understand the functionality of our mobile software on your phone. This software may record information such as how often you use the Site, the events that occur within the Site, aggregated usage, performance data, and where the application was downloaded from. We do not link the information we store within the analytics software to any personally identifiable information you submit within the mobile application. Users may also be able to disable some, or all, Internet tracking activity by utilizing the "Do Not Track" setting or similar options within most major Internet browsers.

Cross Device Tracking

Revinatē may track Users' use of the Revinatē Offerings across multiple devices, including personal computers and mobile devices.

Aggregate Data

Revinatē reserves the right to transfer and/or sell aggregate or group data about Users of the Revinatē Offerings for lawful purposes. Aggregate or group data is data that describes the demographics, usage and other characteristics of Revinatē Offerings Users as a group, without disclosing personally identifiable information.

Third-Party Websites: This Site may contain links to third-party owned and/or operated websites including, without limitation, third-party podcast hosting websites. Revinatē is not responsible for the privacy practices or the content of such websites. In some cases, you may be able to make a purchase through one of these third-party websites. In these instances, you may be required to provide certain information, such as a credit card number, to register or complete a transaction at such website. These third-party websites have separate privacy and data collection practices and Revinatē has no responsibility or liability relating to them.

Security:

We endeavor to safeguard and protect our Users' personal information. When Users make personal information available to us, their personal information is protected both online and offline (to the extent that we maintain any personal information offline). Where our registration/application process prompts Users to enter Sensitive Information and when we store and transmit such Sensitive Information, that personal information is encrypted with advanced TLS (Transport Layer Security).

Access to your personal information is strictly limited, and we take reasonable measures to ensure that your personal information is not accessible to the public. All of our Users' personal information is restricted in our offices, as well as the offices of our third-party service providers. Only employees or third-party agents who need User personal information to perform a specific job are granted access to User personal information. Our employees are dedicated to ensuring the security and privacy of all User personal information. Employees not adhering to our firm policies are subject to disciplinary action. The servers that we store User personal information on are kept in a secure physical environment. We also have security measures in place to protect the loss, misuse and alteration of personal information under our control.

Please be advised, however, that while we take every reasonable precaution available to protect your data, no storage facility, technology, software, security protocols or data transmission over the Internet or via wireless networks can be guaranteed to be 100% secure. Computer hackers that circumvent our security measures may gain access to certain portions of your personal information, and technological bugs, errors and glitches may cause inadvertent disclosures of your personal information; provided, however, that any attempt to breach the security of the network, our servers, databases or other hardware or software may constitute a crime punishable by law. For the reasons mentioned above, we cannot warrant that your personal information will be absolutely secure. Any transmission of data at or through the Site, other Revinatē Offerings or otherwise via the Internet or wireless networks, is done at your own risk.

In compliance with applicable federal and state laws, we shall notify you and any applicable regulatory agencies in the event that we learn of an information security breach with respect to your personal information. You will be notified via e-mail in the event of such a breach. Please be advised that notice may be delayed in order to address the needs of law enforcement, determine the scope of network damage, and to engage in remedial measures.

Minors: Visitors under eighteen (18) years of age are not permitted to use and/or submit their personal information at the Site. Revinatē does not knowingly solicit or collect information from visitors under eighteen (18) years of age. Revinatē encourages parents and guardians to spend time online with their children and to participate and monitor the interactive activities of their children.

Opt-Out/Unsubscribe:

To opt-out of receiving e-mail and other forms of communications from us, you can: (a) follow the instructions included in the applicable e-mail message or other communication; or (b) e-mail us at: support+privacy@revinate.com.

Notwithstanding the foregoing, we may continue to contact you for the purpose of communicating information relating to your request for Revinate Offerings, as well as to respond to any inquiry or request made by you. To opt-out of receiving Revinate Offerings-related and/or inquiry response-related messages from Revinate, you must cease requesting and/or utilizing the Revinate Offerings and/or cease submitting inquiries to Revinate, as applicable.

Individual Rights: Deleting, Modifying and Updating Your Personal Information:

At your request, we will: (a) inform you of what personal information we have on file for you, in a machine-readable format; (b) amend the personal information that we have on file for you; and/or (c) completely remove personal information that you have provided to us, or that we have collected, from our servers/databases. You may make such a request by e-mailing us at: support+privacy@revinate.com. We ask individual Users to identify themselves and the information requested to be accessed, corrected or removed before processing such requests.

Please be advised that deleting your personal information may terminate your access to certain of the Revinate Offerings. If you wish to continue using the full complement of Revinate Offerings, you may not be able to delete all of the personal information that we have on file for you. Please be further advised that, after you delete your personal information, residual copies may take a period of time before they are deleted from our active servers and may remain in our backup systems.

Transfer of Personal Information Internationally:

If you are visiting the Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of personal information across international boundaries. By visiting the Site and/or otherwise communicating electronically with us, you consent to such transfers. Even if your jurisdiction does not have the same privacy laws as the jurisdiction where our servers are located, we will treat your information as subject to the protections described in this Privacy Policy.

Revinate complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Revinate has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) under the UK Extension to the EU-U.S. DPF. Revinate has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>.

Revinate is responsible for the processing of personal data it receives, under the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and Swiss-U.S. DPF and subsequently transfers to a third party acting as an agent on its behalf. Revinate complies with the EU-U.S. DPF Principles and the Swiss-U.S. DPF Principles for all onward transfers of personal data from the EU, UK, and Switzerland, including the onward transfer liability provisions.

The Federal Trade Commission has jurisdiction over Revinate's compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF. In certain situations, Revinate may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

In compliance with the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF, Revinate commits to refer unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF to TRUSTe, an alternative dispute resolution provider based in the United States. If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF Principles-related complaint to your satisfaction, please visit <https://feedback-form.truste.com/watchdog/request> for more information or to file a complaint. These dispute resolution services are provided at no cost to you.

For complaints regarding EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and Swiss-U.S. DPF compliance not resolved by any of the other DPF mechanisms, you have the possibility, under certain conditions, to invoke binding arbitration. Further information can be found on the official DPF website: <https://www.dataprivacyframework.gov/s/article/ANNEX-I-introduction-dpf?tabset-35584=2>.

Changes to this Privacy Policy: Revinate reserves the right to change or update this Privacy Policy at any time by posting a notice on the Site that we are changing our Privacy Policy. If the manner in which we use personal information changes, Revinate will notify Users by: (a) sending the modified policy to our Users via email; and/or (b) by any other reasonable means acceptable under applicable state and federal law. You will have a choice as to whether or not we use your information in this different manner, and we will only use your information in this different manner where you affirmatively consent to such use.

Contact Us: If you have any questions about this Privacy Policy or our privacy practices in general, please call us at: (415) 671-4703 or email us at: support+privacy@revinate.com.