Guest Identity & Data Protection

Last updated: September 21, 2026

Core Commitment and Our Principle

A child involved in sexual exploitation or human trafficking is strictly a victim. Their safety, dignity, and protection are paramount and supersede every operational or commercial priority.

RedDoorz maintains an absolute zero-tolerance policy against child exploitation and human trafficking across all properties associated with our brand. There are no exceptions, no grace periods, and no second chances. No amount of revenue, commercial pressure, or local custom will ever justify or excuse a compromise on a child's safety.

Whether a property is directly operated by Us or operated by Our property partners and marketed through Our platform, the presence of our name on a building or a booking carries a non-negotiable obligation to enforce these standards.

Failure to meet them results in immediate severance and removal of our brand.

This "**Policy**" serves as our binding, enforceable commitment to hold both ourselves and our partners fully accountable to the children and guests we serve.

The principle that governs every judgement under this Policy

A child involved in sexual exploitation is a victim. Never a perpetrator, never a party to a transaction, never a policy violation to be processed.

Every procedure in this Policy is subordinate to the safety and dignity of that child. Where a rule in this Policy would harm a child, the rule yields.

Scope

This Policy applies to:

- All subsidiaries and affiliates within the Group under Commeasure Pte. Ltd. (the "**Group**"), wherever incorporated;
- Every brand operated by the Group, including but not limited to RedDoorz, RedDoorz Plus, RedDoorz Premium, RedDoorz Syariah, Sans, Urbanview, The Lavana, Lavana Signature, Sunerra and any successor or acquired brands;
- Every market in which the Group operates, including Indonesia, Singapore, the Philippines and India, and any market subsequently entered;
- Every partnership, franchise, management, licensing or listing arrangement. This Policy applies regardless of how the partnership is structured, and regardless of how much day-to-day control the

Group has over the property;

- Every employee, officer, director, contractor and agent of the Group; and
- Every Property Partner, operator, keeper and property-level employee, through the Brand Safety Schedule to the partner agreement.

Where the Group operates under a different brand or through an intermediary, this Policy still applies. Brand distance does not create policy distance.

Definitions

- **Policy:** "Policy" or "This Policy" refers to this Group Grand Safety and Child Protection Policy, which establishes the official framework and binding guidelines designed to direct decision-making, enforce safeguarding practices, mitigate legal and operational risks, and ensure full compliance with applicable safety and child protection laws.
- **Group:** refers to Commeasure Pte. Ltd. and all of its direct and indirect subsidiaries and affiliates, wherever incorporated or located.
- **Child or Children:** Any person under the age of 18 years. This definition applies regardless of the age of majority, the age of marriage or the age of sexual consent in any jurisdiction in which we operate. Where age is uncertain, the person is treated as a child until proven otherwise.
- **Child Sexual Exploitation (CSE):** Any abuse, attempted or completed, of a position of vulnerability, power or trust for sexual purposes involving a child — including profiting from that exploitation financially, socially or politically. This includes exploitation of a child in prostitution, the production or distribution of child sexual abuse material, online exploitation, and exploitation in travel and tourism (SECTT).
- **Trafficking in Persons:** The recruitment, transportation, transfer, harbouring or receipt of persons, for the purpose of exploitation, by means of threat or force; coercion, abduction, fraud or deception; or abuse of power or of a position of vulnerability. Where the victim is a child, no coercive means need be shown.
- **Prohibited Conduct:** Conduct listed in Section 5 of this Policy.
- **Us or Our or We:** refers to Commeasure Pte. Ltd. and the entities comprising the Group.
- **Partner Property:** Any property listed on, marketed by, or carrying the brand marks of the Group.
- **Keeper or Staff:** The individual physically responsible for check-in and day-to-day operation of a Partner Property, whether or not employed by the Group.
- **Tier Incident:** Any incident involving, or credibly alleged to involve, a child, or trafficking in persons. See section 9.

Governance and Accountability

Accountability for this Policy sits at Group level, in Singapore, with named individuals. It is not

delegated to country marketing teams and it is not delegated to partners.

Risk Committee

Owns this Policy. Chaired by the CEO. Meets annually and within 3 business days of knowledge of any Tier 1 Incident. Reviews the incident register, audit findings, the incident rate, and every de-branding decision. Approves the annual Trust and Safety Report.

Owns the day-to-day programme: policy, partner vetting, guest verification standards, monitoring, audits, incident response, training, hotline, law-enforcement liaison and external reporting. Has unilateral authority to suspend any listing and to direct de-branding, without commercial sign-off.

Chief Executive Officer

Accountable to the Board for implementation. Is the spokesperson of record for any Tier 1 Incident.

Local Country Counsel

Owns the Brand Safety.

Government Relations Lead

Owns the law-enforcement cooperation protocol, and regulatory engagement.

Country Managers

Accountable for compliance within their market, for partner performance, and for community engagement. Not permitted to trade off brand safety against supply growth.

Partner owner / operator

Contractually accountable under the Brand Safety Schedule for conduct at the property, guest verification, licensing, CCTV, ground staff training and immediate reporting.

Authority that cannot be overridden

The Risk Committee may suspend any listing, in any market, immediately, on the basis of a credible allegation, without the approval of any commercial, supply or country function, and without waiting for an official finding.

No revenue target, supply target, listing timetable or investor consideration is a valid reason to delay or reverse that decision. Any attempt to apply such pressure is itself a reportable breach of this Policy.

Prohibited Conduct

The following are absolutely prohibited — at any Partner Property, or using the Group’s brand name, listings, communication channels or booking systems in any way — by any employee, officer, contractor, partner, owner, operator or keeper:

5.1. **Child Abuse, Neglect and Exploitation:** Any form of abuse, harm, neglect or exploitation of a child, including physical abuse, emotional abuse and negligence. This includes all forms of child sexual exploitation and abuse (CSAE), such as child prostitution on the premises, as well as the production, possession or distribution of Child Sexual Abuse Material (CSAM).

5.2. **Human Trafficking:** Any trafficking in persons, including the recruitment, harbouring, transport or receipt of any person for the purpose of sexual,labour exploitation or involuntary servitude.

5.3. **Commercial Sexual Services:** The provision, facilitation, arrangement or advertising of commercial sexual services at or through the property, whether by the property, by the property ground staff, by an intermediary, or by a guest.

5.4. **Misuse of Brand and Channel:** The use of any Group's brand, trademark, booking system, listing platform, or communication channel (including on third-party applications and social platforms) to solicit, arrange or advertise any of the above prohibited conduct.

5.5. **Failure to Report and Willful Blindness:** Permitting, tolerating or acquiescing in any of the above, or failing to report it. Wilful blindness — deliberately choosing not to know — is a breach of this Policy in the same terms as participation.

5.6. **Obstruction and Interference:** Obstructing an investigation, destroying evidence, tipping off a suspect, or making any payment to any official to prevent, delay or influence an enforcement action or a licensing decision.

Consequence - Engaging in any Prohibited Conduct will result in immediate suspension of the listing, immediate termination of the partner agreement without any cure period, de-branding of the property, referral to law enforcement, and enforcement of the group's contractual remedies. This applies whether the property, the owner, the operator or the property ground staff is or not ultimately charged or convicted. We do not wait for a conviction before we conduct a de-brand.

Guest verification standards

These standards are the group default. They are not an opt-in, a premium feature, or the preserve of a single sub-brand.

6.1 Identity

- The main occupant (i.e. the person who books the room) must present a valid government-issued photographic identity document at check-in (Applies to Leased, Managed, Franchisee/Partners).
- No check-in without identification, in any market, at any property, at any price point (Applies to Leased, Managed, Franchisee/Partners).
- The lead guest must be aged 18 or over (Applies to Leased, Managed, Franchisee/Partners).
- Document is verified by the Keeper and declared in the check-in documentation (Required for Leased & Managed; incorporated into agreement as a requirement for Franchisee/Partners).

6.2 Children

Children are welcome at our properties. Nothing in this Policy is intended to make travelling for families harder. The prohibition surrounds a child being brought onto our premises by an adult who has no right to bring them. To enforce this standard, the following rules apply :

- A child may not check in unaccompanied.
- A child may not check-in directly, but only by a parent, relatives or legal guardian, whose relationship to the child is verified through formal declaration through the check-in documentation.
- Where a Keeper is uncertain of a person's age, **the person is treated as a child and the check-in is escalated**.
- Any property ground staff ("**Keeper**") who encounters any indicator of exploitation must escalate within one hour under section 9. The Keeper must not confront the suspected offender, must not attempt a rescue, must not photograph the child, and must not detain anyone.

6.3 What We do not verify

We do not verify the marital status of adult guests, and no RedDoorz property may refuse a booking on grounds of race, religion, nationality, gender, gender identity or sexual orientation, except for properties with Syariah Policy.

Our verification exists to protect children and to prevent exploitation. It is not a morality check on consenting adults, and it must never be used as a pretext for discrimination.

Certain properties — including Syariah properties, and properties in jurisdictions with specific local requirements — apply additional house rules, which may include proof of marriage. Where they do, this is disclosed clearly at the point of booking, before payment. It is a property-level religious or regulatory requirement, and it is not a substitute for the standards in this section, which apply to those properties as well.

Booking standards

- Minimum booking duration is one night. Hourly, half-day, day-use, transit and short-time rates are prohibited across the network, on-platform and off-platform.
- Off-platform and walk-in bookings at a branded property are subject to identity verification, are subject to check-in documentation, and are auditable by the Group. A booking taken in cash at the front desk is not outside this Policy.

Property standards

- **Licensing.** No property is listed until its operating licence, permits, ownership and operator identity have been verified. Licences are monitored for expiry, and a listing is automatically suspended on

lapse. Where the building owner and the operator are different parties, both must be identified and both must be bound.

- **CCTV.** Every property should maintain an operational CCTV covering the main entrance and the reception area. Cameras in guest rooms, bathrooms or any private area are absolutely prohibited.
- **Signage.** Every property displays, at reception, notice of the guest identity policy and a reporting channel, in the local language.
- **Training.** No property goes live until its PIC and service staff have completed child-protection and anti-trafficking training. Training is refreshed annually, and completion is a condition of remaining listed.
- **Audit.** Every property is subject to announced and unannounced audit and to mystery-guest inspection. Refusal or obstruction is a terminable breach.

Detection, reporting and escalation

9.1 Channels

The Group operates a reporting channel called RedDoorz SHIELD, which is a guest online response program and available to guests, employees, partners, staff, and members of the public. It is published at every property and on every listing.

9.2 Escalation timetable

Any credible sign of child trafficking is Tier 1 — escalate within the hour. Every other tier has its own clock, but nothing waits for confirmation.

Tier 1

- **Trigger:** Any incident involving, or credibly alleged to involve, a child; or trafficking in persons.
- **Escalation:** Risk Committee, Local Counsel, Country Manager, PR Lead, Communications. Referral to law enforcement and to our child-protection NGO partner.
- **Timetable:** Escalated within 8 hours of the group becoming aware. Listing suspended within 24 hours. Meeting convened within 3 business days.

Tier 2

- **Trigger:** Raid, sealing or enforcement action; credible allegation of commercial sexual services; licence revocation.
- **Escalation:** Risk Committee, Country Manager, Local Counsel, PR Lead, Communications.
- **Timetable:** Escalated within 8 hours. Listing suspended within 24 hours where the allegation is credible.

Tier 3

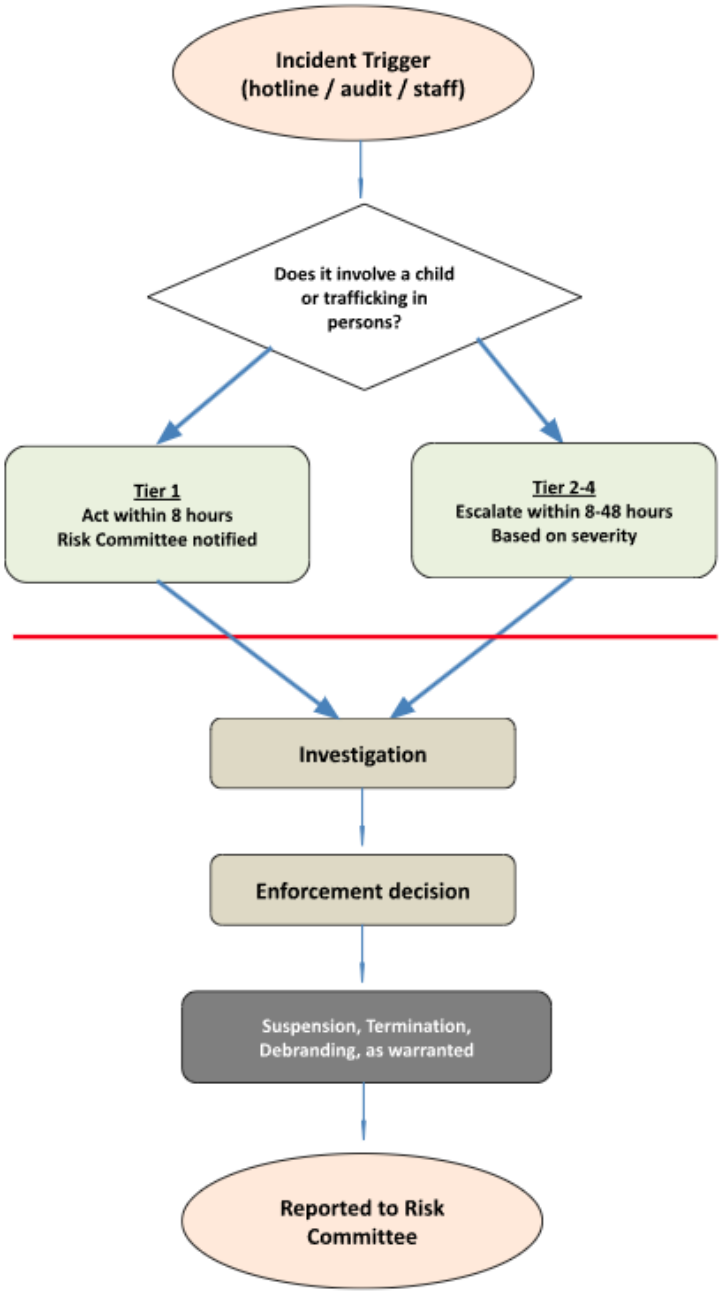
- **Trigger:** Community complaint, resident objection, media enquiry, adverse pattern detected by monitoring.
- **Escalation:** Country Manager, Local Counsel, PR Lead.
- **Timetable:** Acknowledged within 24 hours. Substantive response and attendance at any mediation within 72 hours.

Tier 4

- **Trigger:** Individual guest complaint or review raising a safety concern.
- **Escalation:** Operations personnel
- **Timetable:** Triaged within 48 hours.

Figure 1 — Incident Response SOP Flow

The path from trigger to resolution, at a glance. Full detail is set out in sections 9 and 10.



9.3 Non-negotiable rules in any incident involving a child

- The child's safety and dignity come before the brand, before the partner relationship, and before the listing process.
- No employee, partner or Keeper may photograph, film, identify, name, describe or publish any information capable of identifying a child.
- No employee, partner or keeper may detain any person, conduct their own interview of a child, or attempt a rescue. Contact the authorities and our NGO partner.
- Evidence — CCTV, registers, booking records, communications — is preserved immediately and is not deleted, altered or overwritten.

- No suspect is tipped off.
- No payment of any kind is made to any official, at any time, for any reason.

Enforcement

- **Prohibited Conduct involving a child, or trafficking:** De-branding within 7 days only if it is clear that the property in question has clear breaches of the policy, otherwise no clear actions can be taken until confirmation from authorities or internal investigation. Referral to law enforcement. Permanent exclusion of the owner, the operator and the property from the network under any brand and any name.
- **Commercial sexual services at the property:** Listing suspended within 24 hours. Termination unless the partner can clearly show two things: that it did not permit or tolerate the conduct, and that it has since remediated the controls that failed. The Risk Committee decides whether that has been shown and the actions to be taken.
- **Licence lapse or licensing misrepresentation:** Listing suspended automatically until remedied. Repeat or wilful failure is a terminable breach.
- **Failure of guest verification:** Property placed under enhanced audit. Repeat failure is a terminable breach.
- **Refusal of audit or mystery-guest access:** Terminable breach.
- **Failure to report an incident, or destruction of evidence:** Terminable breach.
- **Employee breach:** Disciplinary action up to and including dismissal, and referral to law enforcement where the conduct is criminal.

We publish what we enforce. The number of properties suspended and de-branded is disclosed in the annual Trust and Safety Report. A rising number of terminations is evidence that the programme is working, not evidence that it is failing, and we will not manage that number down for presentational reasons.

Training

- All RedDoorz employees complete child-protection and anti-trafficking training on joining and annually thereafter.
- All property owners, operators, Keepers and front-desk staff complete the training before a property goes live and annually thereafter. Completion is a condition of listing.
- Training covers children's rights, the indicators of exploitation and trafficking, what to do, what not to do, and how to report.
- Completion rates are tracked by market and are published in the annual Trust and Safety Report.

Speaking up, and protection for those who do

Anyone may report a concern under this Policy without fear of retaliation. This protection extends to employees, partners, keepers, guests, residents and members of the public. Retaliation against a reporter — including commercial retaliation against a partner who self-reports — is itself a serious breach of this Policy.

A partner who self-reports promptly and cooperates fully will be treated more favourably than one who does not. This is stated plainly because the alternative is a network with a financial incentive to conceal.

Guest identity data

- Verification creates a risk of its own: we will hold identity documents for millions of guests. That data is a liability and a target, and it will be treated as such.
- We collect only what is necessary to verify identity, age and guardianship.
- Data capturing:
  - **Leased and Managed:** Guest ID and phone number are manually written down on the Check-in Form, confirmed and signed by the guest, and input by the Keeper into the RedDoorz PMS/RedPartners system ;
  - **Franchise partners:** Guest ID and phone number are manually written down on the Check-in Form, confirmed and signed by the guest, and input by the Keeper into the RedDoorz PMS/RedPartners system in line with **RedDoorz partnership guidance SOP**, and are subject to audit by RedDoorz. Partners may not retain loose photocopies, private registers or personal-device photographs of guest identity documents.]
- Data is never used for marketing and is never sold. It is shared only in response to a lawful request that our legal team has verified in writing.

External commitments

Internal policy is not credible on its own. RedDoorz therefore commits to external standards and external scrutiny:

The Code. The Group will join The Code of Conduct for the Protection of Children from Sexual Exploitation in Travel and Tourism, administered by ECPAT, and will implement its six criteria:

1. Establish a policy and procedures.

2. Train employees.

3. Include a clause in contracts throughout the value chain.

4. Informing customers, travellers, tourists on child protection and how to report suspected cases

5. Support, collaborate and engage stakeholders.

6. Report annually on implementation.

- **NGO partnership.** The Group will work with a credible child-protection organisation in Indonesia on programme design, independent review, and referral pathways for any child identified at our properties.
- **Independent audit.** The operation of this Policy is subject to audit, and the findings are reported to the Risk Committee.
- **Transparency.** The Group publishes an annual Report including the incident rate per 1,000 properties, audits completed, suspensions and de-brandings executed, training completion, and hotline volumes.

Review

This Policy is reviewed annually by the Risk Committee, and immediately following any Tier 1 Incident. Where an incident reveals a gap in this Policy, the Policy is amended — and the amendment is disclosed in the next Trust and Safety Report, together with the incident that prompted it.

Approved by Commeasure Pte. Ltd.

Signature: _____

Date: _____

Name: [ ] Position: Chairman, Risk Committe