

Sydell Terms of Use

This is a binding legal agreement (“Agreement”). Please read these Terms of Use carefully before using this site.

This Agreement governs your viewing and use of websites for all Sydell Group hotels (collectively, the “Sites”) and is by and between Sydell Group LLC, its subsidiaries, and its affiliates (referred to herein as “Sydell,” “we,” “us,” or “our”) and you. By using, viewing, transmitting, caching, storing, or otherwise utilizing these Sites or any of the contents on these Sites, you agree to and accept all of the terms and conditions set forth below. If you do not agree to all of these terms and conditions, please do not use these Sites. We reserve the right to modify or remove portions of these Terms of Use at any time without notice and, unless otherwise indicated, such changes will become effective immediately. Please check these terms periodically for changes. Your continued viewing or use of the Site following the posting of any changes to this Agreement will indicate your acceptance of those changes.

In addition to these Terms of Use, you agree to any terms and conditions specified in Sydell’s Privacy Policy, which is hereby incorporated into this Agreement and is located above.

These Sites and the materials located on or through these Sites are provided by us for informational purposes only as a service to our customers. You understand that by providing these materials, we are not engaged in the rendering of legal or other professional advice or service, or in any way extending any offer of products or services that is legally binding.

You shall comply with all applicable laws, statutes, ordinances, and regulations regarding your viewing or use of these Sites.

I. RESTRICTIONS ON USE OF SITES

The use of these Sites for the purpose of providing us information or entering into a reservation or contract with us is limited to individuals who are at least eighteen (18) years of age and individuals and entities who can enter legally binding contracts under applicable law. By providing any information on these Sites, you certify that you are at least eighteen (18) years of age and have the capacity to enter a binding contract. If you are under the age of eighteen, you may contact the hotel directly for assistance.

By viewing or using these Sites, you agree to the following, without limitation:

- (a) you will not use these Sites for junk mail, "spamming," solicitations of any sort, or bulk communications of any kind;
- (b) you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- (c) you will not pretend to be any other person or a representative of any entity, whether actual or fictitious;

- (d) you will use these Sites only to make legitimate reservations or purchases for use by you and your invited guests only and will not use these Sites for any other purposes, including, without limitation, to make any speculative, false, or fraudulent reservations, or any reservation in anticipation of demand; you may not impermissibly resell or assign reservations made by you;
- (e) you will not use any robot, spider, other automatic device, or manual process to monitor or copy these Sites or the contents or information contained therein without our prior express written permission;
- (f) you will not use any device, software, or routine, including, without limitation, any viruses, Trojan horses, worms, bugs, bots, or malware to damage, expropriate data, interfere with, or attempt to interfere with the proper working of these Sites or any transaction being conducted through these Sites;
- (g) you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content from these Sites without our prior express written permission from Sydell and any appropriate third parties;
- (h) you will not create liability for us or cause us to lose, in whole or in part, the services of our ISPs or other suppliers.

You represent that you have read, understand, agree to, and will comply with all provisions of these Terms of Use and any additional applicable terms and conditions, whether or not referenced herein.

II. PROPRIETARY RIGHTS AND RESTRICTIONS ON USE OF MATERIALS

All materials contained in these Sites are the property of Sydell. No materials from these Sites or any website owned, operated, licensed, or controlled by us or our affiliates may be copied, reproduced, republished, downloaded, uploaded, posted, transmitted, or distributed in any way other than as required for appropriate use of these Sites in accordance with these Terms of Use. Use of any such materials on any other web, Internet, intranet, extranet, or other site or computer environment is prohibited.

All copyrights, trademarks, service marks, trade names, trade dress, and any other intellectual property rights are proprietary to us. No license or right to or in any such property is granted to or conferred upon you. You may not frame or utilize framing techniques to enclose any of our trademarks, logos, or other proprietary information (including, without limitation, images, text, page layout, or form) without our prior express written permission. You may not use any meta tags or any other hidden text utilizing our name, trademarks, or other proprietary information without our prior express written permission.

Trademarks

The trademarks, logos, service marks, and trade dress displayed on these Sites (collectively, the “Trademarks”) are registered and common law Trademarks of Sydell, its subsidiaries, affiliates, related entities, partners, and various third parties. Any reproduction or use of any of the

Trademarks displayed on any these Sites without our prior express written permission is prohibited under national and international law. Nothing contained on these Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks without our prior express written permission. Any Trademarks referenced on this website that are not owned by Sydell are the property of their respective owners. Unauthorized use of these Sites or the materials contained on these Sites may violate applicable trademark or other intellectual property laws.

Copyright

These Sites, including all of their content, are the copyrighted property of Sydell. You are welcome to browse these Sites and to reproduce extracts from them for your personal, non-commercial purposes only. No materials from these Sites may be modified or incorporated in any other work, publication or website without our prior express written permission. These Sites and the content provided on these Sites may not be copied, reproduced, republished, uploaded, posted, modified, transmitted, or distributed in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording, or otherwise, in any way other than as required for permitted use of these Sites under these Terms of Use. Unauthorized use of these Sites or the materials contained on these Sites may violate applicable copyright or other intellectual property laws.

Copyright © Sydell Marks LLC 2011. All rights reserved.

III. SUBMISSIONS, FORUMS, AND PUBLIC COMMUNICATION

We welcome your comments regarding these Sites and the products and services offered in connection therewith. We do not, however, accept or consider creative ideas, suggestions, or materials other than those that we have specifically requested. The intent of this policy is to avoid the possibility of future misunderstandings if any projects we undertake appear to be similar to someone else's creative work. Please do not send us any unsolicited original creative materials of any kind.

If you do send creative submissions, either at our request or despite our request not to do so, any and all such submissions shall be deemed and shall forever remain our property. None of the submissions shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of any such submissions. By submitting any such materials, you hereby assign us any right, title, and interest in or to the intellectual property rights subsisting in such submission, and in any event, whether or not such assignment is effective under applicable law, you grant us a perpetual right to unrestricted use of such submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the submissions.

Please do not use e-mail to send us any confidential, private, or personal information. For your protection, our responses will not include any confidential information. Please do not use e-mail to send us transaction instructions. Customers who choose to send e-mail messages to Sydell that contain confidential, private, or personal information do so entirely at their own risk.

For further information, please write to:

Sydell Group LLC
Legal Department
30 West 26th Street
12th Floor
New York, NY 10010

IV. EXCLUSION OF WARRANTIES AND DISCLAIMER

YOU AGREE THAT YOU USE THESE SITES AT YOUR OWN RISK. THESE SITES, AND ANY RELATED INFORMATION, SERVICES, CONTENTS, OR MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND.

SYDELL DOES NOT MAKE ANY REPRESENTATIONS AND, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT, AND ANY OTHER WARRANTIES, INCLUDING THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. SYDELL DOES NOT EXCLUDE THOSE WARRANTIES WHICH ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

NO ORAL ADVICE, WRITTEN CORRESPONDENCE, OR INFORMATION PROVIDED BY SYDELL WILL CREATE A WARRANTY OF ANY KIND, AND YOU SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE MATERIAL CONTAINED IN THESE SITES IS FOR GENERAL REFERENCE ONLY. SYDELL DOES NOT WARRANT THAT THE MATERIALS CONTAINED IN THESE SITES ARE ACCURATE, CURRENT, COMPLETE, UPDATED, RELIABLE, OR USEFUL, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION RELATING TO PRICES OR AVAILABILITY. SYDELL DOES NOT WARRANT THAT THESE SITES OR THE RELATED INFORMATION, SERVICES, CONTENTS, OR MATERIALS CONTAINED IN THESE SITES WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SYDELL DOES NOT WARRANT THAT ANY DEFECTS WILL BE CORRECTED.

ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 U.S.C. §§2701-2711): SYDELL MAKES NO GUARANTY AS TO CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATIONS OR INFORMATION TRANSMITTED ON THESE SITES OR ANY WEBSITES LINKED TO THESE SITES. SYDELL WILL NOT BE LIABLE FOR THE PRIVACY OF THE INFORMATION, E-MAIL ADDRESSES, REGISTRATION AND IDENTIFICATION INFORMATION, DISK SPACE, COMMUNICATIONS, CONFIDENTIAL OR TRADE-SECRET INFORMATION, OR ANY OTHER CONTENT TRANSMITTED OVER NETWORKS ACCESSED BY THESE SITES, OR OTHERWISE CONNECTED WITH YOUR

VIEWING OR USE OF THESE SITES. ELECTRONIC TRANSMISSIONS ARE PUBLIC MEDIA AND NOT PRIVATE. INFORMATION RELATED TO OR ARISING FROM SUCH USE IS PUBLIC, OR THE PROPERTY OF THOSE COLLECTING THE INFORMATION, AND NOT PERSONAL OR PRIVATE INFORMATION.

WHILE SYDELL TAKES COMMERCIALY REASONABLE DATA SECURITY MEASURES AS DESCRIBED IN THE PRIVACY POLICY INCORPORATED HEREIN AND LOCATED ABOVE, SYDELL DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION) YOU MIGHT BE REQUESTED TO GIVE SYDELL OR ANY THIRD PARTY, AS NO SECURITY SYSTEM OR SYSTEM OF TRANSMITTING DATA OVER THE INTERNET CAN BE GUARANTEED TO BE ENTIRELY SECURE. YOU HEREBY WAIVE ANY CLAIM AGAINST SYDELL WITH RESPECT TO INFORMATION SECURITY ON THESE SITES AND ANY LINKED OR RELATED THIRD PARTY SITES.

USE OF OR VISIT TO THESE SITES DOES NOT CONSTITUTE AN OFFER OF GOODS AND SERVICES BY SYDELL. GOODS AND SERVICES MAY ONLY BE AVAILABLE IN CERTAIN COUNTRIES AND ANY OFFER TO PURCHASE GOODS OR TO RETAIN SERVICES FROM SYDELL IS SUBJECT TO ACCEPTANCE BY SYDELL AND IN ACCORDANCE WITH SPECIFIC TERMS AND CONDITIONS ON WHICH THEY ARE OFFERED. SYDELL RESERVES THE RIGHT TO CANCEL OR MODIFY RESERVATIONS WHERE IT APPEARS THAT A CUSTOMER HAS ENGAGED IN FRAUDULENT OR INAPPROPRIATE ACTIVITY OR UNDER OTHER CIRCUMSTANCES WHERE IT APPEARS THAT THE RESERVATIONS CONTAIN OR RESULTED FROM A MISTAKE OR ERROR.

V. LIMITATION OF LIABILITY

IN NO EVENT SHALL SYDELL, ITS SUBSIDIARIES, AFFILIATES, RELATED ENTITIES, OFFICERS, DIRECTORS, AGENTS, PARTNERS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR INJURY OR ANY DAMAGES, EITHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF SAVINGS, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION OR DATA) ARISING OUT OF THE USE OF OR INABILITY TO USE THESE SITES OR THE PERFORMANCE OR NONPERFORMANCE BY SYDELL OR ANY THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES RELATED TO THESE SITES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIM IS IN LAW OR EQUITY OR ASSERTED BASED ON CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER THEORY OF RECOVERY. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST SYDELL, ITS SUBSIDIARIES, AFFILIATES, RELATED ENTITIES, OFFICERS, DIRECTORS, AGENTS, PARTNERS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, OR IN ANY WAY CONNECTED TO, YOUR USE OF THESE SITES OR ANY RELATED PRODUCTS OR SERVICES.

SYDELL IS NOT RESPONSIBLE OR LIABLE FOR TELEPHONE, ELECTRIC, ELECTRONIC, NETWORK, INTERNET, COMPUTER, HARDWARE, OR SOFTWARE PROGRAM MALFUNCTIONS, FAILURES, DELAYS, OR DIFFICULTIES, OR LATE, LOST, STOLEN, ILLEGIBLE, INCOMPLETE, GARBLED, MISDIRECTED, MUTILATED OR POSTAGE DUE MAIL, E-MAIL, FORM POSTINGS, CONNECTIONS, MESSAGES OR ENTRIES, OR THE SECURITY OF ANY AND ALL SUCH MATTERS.

SYDELL IS NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR INJURY, LOSS, CLAIM, OR DAMAGE TO YOUR COMPUTER OR INTERCEPTION OR USE OF CREDIT CARD OR PASSWORD INFORMATION, RELATED TO OR RESULTING FROM USE OF THESE SITES OR ANY SITES, SERVICES OR MATERIALS LINKED OR RELATED THERETO OR THEREFROM AND ALSO IS NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY INJURY, LOSS, CLAIM, OR DAMAGE RELATING TO OR RESULTING FROM ANY PART OF THESE SITES OPERATING OR NOT OPERATING ON COMPUTERS OR NETWORKS USED BY YOU OR COMMUNICATING WITH SUCH COMPUTERS OR NETWORKS.

IN THE EVENT SYDELL IS HELD LIABLE FOR ANY DAMAGES RELATED TO THESE SITES, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE LIMITED TO REIMBURSEMENT OF THE CHARGES FOR SERVICES OR PRODUCTS PAID BY YOU THAT WERE NOT PROVIDED TO YOU.

YOU HEREBY WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THESE SITES BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH SUCH CLAIM OR ACTION IS BASED.

THE LINKING OF THIRD PARTY WEBSITES TO THESE SITES DOES NOT INDICATE ANY ASSOCIATION WITH OR ENDORSEMENT BY SYDELL. BY PROVIDING ANY LINKS, SYDELL IS NOT ENDORSING, SPONSORING, OR RECOMMENDING SUCH SITES OR THE MATERIALS DISSEMINATED BY OR SERVICES PROVIDED BY THEM. SYDELL DOES NOT ASSUME RESPONSIBILITY OR LIABILITY OF ANY NATURE WHATSOEVER FOR THE ACTIVITIES CONDUCTED OR INFORMATION CONTAINED IN THE THIRD PARTY WEBSITES.

YOU ACKNOWLEDGE THAT YOU AND SYDELL ARE INDEPENDENT CONTRACTORS, AND NO AGENCY, PARTNERSHIP, JOINT VENTURE, EMPLOYEE-EMPLOYER OR FRANCHISER-FRANCHISEE RELATIONSHIP IS INTENDED OR CREATED BY THIS AGREEMENT.

VI. INDEMNIFICATION

You agree to indemnify and hold Sydell, its subsidiaries, affiliates, officers, directors, agents, partners, employees, contractors, subcontractors, guests, residents, visitors, licensees, invitees, and permittees (“Indemnified Parties”) harmless from any allegations, claims, demands, liabilities, damages, fines, penalties, or costs of whatever nature (“Claims”), including reasonable attorney's fees, arising out of or in any way connected with this Agreement, the services or products provided to you by these Sites, or any related act or failure to act by you, whether or not occasioned or

contributed to by the negligence of the Indemnified Parties or any agent or employee of the Indemnified Parties (except as and to the extent prohibited by applicable law). Such acts or events include, without limitation, any Claims arising from your account or any Claims relating to infringement by you of the intellectual property rights of any person. The Indemnified Parties' failure to act with respect to a breach by you or others does not waive the right to act with respect to subsequent or similar breaches.

VII. SEVERABILITY

These Terms of Use shall be deemed severable. In the event that any provision is determined to be unenforceable, unlawful, invalid, or void, such provision shall be deemed severable from this Agreement, and such determination shall not affect the validity and enforceability of any other remaining provisions.

VIII. JURISDICTION AND CHOICE OF LAW

The products and services described in and available through these Sites may not be available in your country or state. Those who choose to access these Sites do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If use of these Sites or viewing or use of any material or content therein or services offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use these Sites and must exit immediately.

You acknowledge that any software, accompanying documentation, or technical information available on the Site is subject to applicable export control laws and regulations of the U.S.A. You agree not to export or re-export such materials, directly or indirectly, to any countries that are subject to U.S.A. export restrictions.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to the terms of this Agreement shall be filed only in the federal or state courts of the County of New York in the State of New York.

You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any action relating to this Agreement or to your viewing or use of these Sites, and you hereby waive any objection to laying venue in such courts.

IX. TERMINATION

These terms are effective until terminated by either party. You may terminate these terms at any time by discontinuing use of these Sites and destroying all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under the terms of this Agreement or otherwise. Your access to these Sites may be terminated immediately without notice from us if in our sole and absolute discretion you fail to comply with any term or provision of this Agreement. Upon termination, you must cease use of these Sites and destroy all materials obtained and all copies thereof, whether made under the terms of this Agreement or otherwise.

Notwithstanding the termination of this Agreement, you acknowledge and agree that the sections on Restrictions on Use of Sites, Proprietary Rights and Restrictions on Use of Materials, Exclusion of Warranties and Disclaimer, Limitation of Liability, Indemnification, Severability, Jurisdiction and Choice of Law, Digital Signature Provisions, and Notice and Procedure for Infringement Claims shall survive the termination of this Agreement.

X. DIGITAL SIGNATURE PROVISIONS

You represent and warrant that you have the legal right, power, and authority to agree to the terms of this Agreement. You further agree that your use constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA") and that you have formed, executed, entered into, accepted the terms of and otherwise authenticated this Agreement. You acknowledge and agree that this Agreement is an electronic record for purposes of E-Sign, UETA, and the Uniform Computer Information Transactions Act and as such is completely valid, has legal effect, is enforceable, and is binding on and non-refutable by you.

XI. NOTICE AND PROCEDURE FOR INFRINGEMENT CLAIMS

If you think that your work has been copied in a manner that constitutes copyright infringement, then pursuant to Title 17, United States Code, Section 512(c)(2), please provide our Legal Department with the following information:

- (a) a physical or electronic signature of the person authorized to act on behalf of the owner of the applicable copyright;
- (b) a description of the copyrighted work that you claim has been infringed;
- (c) a description of where the material that you claim is infringing is located on these Sites;
- (d) your address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement by you that your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Sydell Group LLC
Legal Department
30 West 26th Street
12th Floor
New York, NY 10010

XII. ENTIRE AGREEMENT

These Terms of Use, together with any applicable terms and conditions incorporated herein or referred to herein (including, without limitation, Sydell's Privacy Policy) constitute the entire

agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on these Sites.

These Terms of Use were last updated on August 8, 2012. If you have questions about these Terms of Use please send an e-mail to legal@sydellgroup.com.