

HOTEL GUEST INTERNET SERVICES TERMS OF USE

These terms of use set out the terms and conditions that apply to the guest high-speed internet service provided for use during your stay (the “Service”) by the owners and operators of this hotel. This service is provided to our guests through Enseio, LLC (our “Vendor,” and together with the hotel owner and operator, the “Companies”). As a condition of accessing the Service, you agree to the terms and conditions described below. Your access and use of the Service indicates your acceptance of these Terms of Use, and you agree to be bound by its terms. If you do not agree to all of these terms, do not use the Service.

These Terms of Use apply to your access to, and use of, all or part of any website or mobile application of the hotel. These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with the Companies for products, services or otherwise. If you are using the Service on behalf of any entity, you represent and warrant that you are authorized to accept these Terms of Use on such entity's behalf, and that such entity agrees to indemnify you and the Companies. **These Terms of Use contain disclaimers and other provisions that limit our liability to you.**

If you use the Services to access a third-party site, you may be subject to alternative terms and conditions of use, as may be specified on such site. In such event, the terms and conditions of use applicable to that site will govern your use of that site.

The Companies reserve the right to change or modify these Terms of Use, at any time and in their sole discretion. Any changes or modifications will be effective immediately upon posting the revisions within the Services, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Services will confirm your acceptance of such changes or modifications; therefore, you should frequently review these Terms of to understand the terms and conditions that apply to your use of the Services. If you do not agree to the amended terms, you must stop using the Services.

Restrictions and Requirements of Use

You are granted a limited, revocable license to access and use the Services, subject to the Terms of Use and excludes any right of: (a) resale or commercial use of the Services; (b) collection and use of any product listings, pictures or descriptions; (c) distribution, public performance or public display of any materials derives from the Services; (d) modification of or otherwise making any derivative uses of the materials available through the Services, or any portion thereof. The following uses are prohibited: (a) transmitting any material that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, racially, ethnically or otherwise objectionable; (b) using the Services in a manner that could cause harm to minors in any way; (c) impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with a person or entity; forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through this Service; (d) transmitting any material that you do not have a right to make available under any law; (e) transmitting any material that infringes any patent, trademark, trade secret,

copyright or other proprietary rights of any party; (f) transmitting any unsolicited or unauthorized advertising, promotional materials; (g) transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (h) using this Service for excessively high volume data transfers; or (i) any use of the Services other than for its intended purpose. Any use of the Services other than as specifically authorized herein, without the prior written permission of the Companies, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith. **The Companies reserve the right at any time to suspend, limit or discontinue your access and use of the Services, without notice and without providing reasons.**

As a clarification to the foregoing prohibition on violations of copyright, but not by way of limitation, any use of the system for the transmission or receipt of copyrighted content (audio or visual) directly or through use of a file-share site, is strictly prohibited. Any suspected violations of copyright law should be reported to Enseo at www.Enseo.com/copyright-policy. The Companies comply with the requirements of the Digital Millennium Copyright Act and will cooperate in the investigation and prevention of unlawful piracy activities associated with the use of the Services at the hotel.

No warranties

The Services are provided to you "as is". Each of the Companies expressly disclaims any and all warranties, express or implied, regarding the Services, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. The Companies do not warrant that the Services will meet your requirements or operate uninterrupted or error free.

You agree that the Companies will not assume any responsibility if information you transmit across using the Services is accessed, altered or corrupted. You also agree that the Companies will not assume any responsibility for any unauthorized access to your computer, or the introduction of any virus or other harmful code, that may result from your use of the Services.

You assume the full risk of any and all damage or loss from the use of, or inability to use, the Services.

Data Privacy

Any personal information processed during your use of the Services will be handled in accordance with the hotel's privacy policy. You are cautioned that wireless access to the internet is inherently insecure. Any information sent or received over the network could potentially be intercepted by another wireless user. You should not transmit sensitive information, including credit card information, passwords and any other personal information while using the Service,

Indemnity

Under no circumstances shall each of the Companies, and its respective officials, agents, and employees, be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from the use of or inability to use the Services.

By using the Services, you agree to indemnify, hold and save harmless and defend, at your own expense, each of the Companies, and its respective officials, agents and employees from any and all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising from such use. The Companies are not responsible for loss of any data due to service interruptions, technical reasons or negligence on part of the user or for any commercial transactions undertaken by a user while using the Services.