

# Terms of Use

## 1. Acceptance of Terms of Use

TPG Hotels & Resorts, Inc. (together with its affiliates, “**TPG**”, “**we**” “**our**” or “**us**”) is widely recognized as one of the nation’s premier hotel management companies.

These Terms of Use and our Privacy Policy (together, the “**Terms**”) govern your use of any websites, mobile apps or related online and offline services that reference these Terms (collectively, the “**Services**”). This includes any electronic content, functionality, features, and applications provided through the Services (collectively, “**Materials**”). The Terms also include any additional terms we may post through our Services for particular activities. If you have a business relationship with us, the contractual terms of that relationship will control in the event of any conflict. *Many hotels we operate will reference a particular hotel brand’s terms and privacy policy (collectively, “**Brand Terms**”) instead of these Terms, and in that event those Brand Terms will apply.*

Please read these Terms carefully before you start to use our Services. By using the Services, you represent and warrant that you are of legal age to form a binding contract with us, and agree to be bound and abide by our Terms. If you are using our Services on behalf of an organization, you represent that you are authorized to, and do, enter into these Terms on behalf of that organization. If you do not agree to all of our Terms, or if you violate them in any way, you may not access or use the Services. We may in our sole discretion modify or update the Terms at any time, and by using the Services after the posting of a modification, you accept the modification.

PLEASE SEE SECTIONS 11-13 BELOW REGARDING YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING OUR SERVICES, INCLUDING MANDATORY ARBITRATION, AND A WAIVER TO A JURY TRIAL OR CLASS ACTION.

In addition to the Terms, our Services may be subject to additional terms or conditions that we post, such as in regard to reservations, loyalty programs, travel insurance, property-specific conditions such as room types, amenities and cancellation policy. If applicable to you, such terms are incorporated herein by reference.

## 2. Your Responsibilities

You are responsible for any activity that occurs through your use of the Services. All information you provide to us must be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.

If we let you create an online account through our Services, you are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account or any account privileges. With the exception of individuals or organizations that are expressly authorized to create accounts on behalf of their employers or others, we prohibit the creation of and you agree that you will not create an account for anyone other than yourself. You are responsible for keeping your password for the Services (if any) secret and secure.

You agree that you will make only legitimate reservations in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent reservations, or any reservation in anticipation of demand.

### **3. Reservations and Other Transactions**

If we provide the ability to make reservations or conduct other transactions through the Services the following terms apply: (1) We make reasonable efforts to accurately display the details of the reservation, products or services available through the Services, but do not guarantee that such attributes as presented will be accurate, complete, reliable, current, free of errors, or that your electronic display will accurately reflect all aspects of pictured reservation, products or services; (2) All reservations, products and services are subject to availability, which is not guaranteed; (3) We reserve the right to cancel or discontinue any reservations, products or services at any time for any reason; (4) You agree to provide current, complete, and accurate information (including payment information) for all transactions made through the Services, so that we can complete your transactions and contact you as needed; (5) Sales tax and other associated fees may be added to the purchase price unless we expressly indicate otherwise; (6) All payments are in US dollars unless we expressly indicate otherwise; (7) You agree to pay all charges at the prices then in effect for your purchases and any applicable sales tax and fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order; (8) We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment; (9) We reserve the right to refuse any order placed through the Services, and we may, in our sole discretion, limit or cancel transactions per person, per household, or per reservation—these restrictions may include orders placed by or under the same account, the same payment method, and/or orders that use the same billing or shipping address; (10) We may cancel or modify reservations in our discretion, including where it appears that an individual 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. You agree that neither we nor any other providers of products or services related to the Services are responsible for any damages that may arise as a result of any travel or hotel arrangements or other orders you request or make on the Services which are not processed or accepted for any reason.

### **4. Prohibited Actions**

You agree not to: (a) decompile, reverse engineer, disassemble, modify, reduce the Services to human readable form or create derivative works based upon the Services or any part thereof; (b) disable any licensing or control features of the Services; (c) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Services or its users; (d) merge the Services or Materials with another program or create derivative works based on the Services or Materials; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Services or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Materials or access to the Services to others; (g) use, or allow the use of, the Services or the Materials in violation of any applicable laws or regulations; (h) otherwise act in a fraudulent, illegal, misleading, malicious or negligent manner when using the Services; (i) post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any

posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming, impersonating or intimidating people or entities; (j) create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any “junk mail,” “chain letter,” “spam” or any other similar solicitation; (k) access or use the Services by means of any automated program, expert system, electronic agent or “bot” except for general purpose search engines; (l) give any other person or entity unauthorized access to the Services or (m) scrape, copy, republish, license, or sell the information or Materials on the Services. We may pursue legal action and/or report to law enforcement for any such violations.

## **5. Privacy Policy**

We value your privacy, and any personal information collected by us in connection with the Services will be maintained in accordance with our posted Privacy Policy.

## **6. Reporting Copyright Infringement and Other Violations with Respect to Services**

We respect the intellectual property rights of others, and we prohibit users of our Services from hosting or transmitting any materials that violate another person’s intellectual property rights or these Terms. If you are aware of any copyright infringement or other issues, please notify us via the contact information below.

## **7. Our Intellectual Property Rights**

We grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Services for lawful purposes in accordance with our Terms. The Services contain Materials owned or licensed by us, including name, logo, text, images, audio/visual works, icons and scripts and other materials provided on or through the Services. Except as provided herein, none of the Materials may be copied, distributed, displayed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, used to create a derivative work, or transmitted in any form or by any means without prior written permission from us or the third party owner. Unauthorized use of any Materials provided by the Services may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or other regulations and statutes.

Except as expressly provided herein, we and our licensors reserve all rights with respect to the Services and Materials, and may pursue all legally available options under both civil and criminal laws (and may cooperate with law enforcement agencies) in the event of any violations, including but not limited to the right to terminate accounts of any user who has infringed any intellectual property or proprietary rights. We may also disable any social media features and any links at any time without notice in our sole discretion.

Trademarks and service marks that may be referred to in the Services are owned by us or their respective owners. Nothing in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission. The names and logos used by us may not be used in any way, including in advertising or publicity pertaining to distribution of materials in the Services, without prior written permission.

You agree that we are free to use any feedback, corrections, ideas, concepts, know-how, or techniques that you provide to us in regard to the Services (collectively, “**Feedback**”) for any purpose and you waive all rights therein. *Please do not send us any Feedback that you wish us to keep confidential or for which you expect to receive compensation unless we expressly agree in writing otherwise.*

## **8. Materials**

We may update the content in our Services and Materials from time to time, but it will not necessarily be complete or up-to-date. Although it is our intention for the Services to be available as much as possible, there may be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We may remove any content from the Services for any reason, without prior notice.

## **9. Links to or from the Services**

You may link to our Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

Although we may control some of the hyperlinks in the Services, other links within the Services may lead to third-party sites, services or social media platforms. We include these integrations solely as a convenience to you. The presence of a link or service does not imply an endorsement of the linked site or service, its operator, or its contents, or that we are in any way affiliated with the linked site or service. The Services do not incorporate any materials appearing in such linked sites by reference. Third party sites and services are not controlled by us, and may have different terms of use and privacy policies, which we encourage you to review.

## **10. Disclaimer of Warranties; Limitation of Liability**

YOUR USE OF THE SERVICES AND MATERIALS IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND MATERIALS ARE PROVIDED “AS IS” WITHOUT A REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIAL FROM THE SERVICES. UNDER NO CIRCUMSTANCES SHALL WE OR BY EXTENSION OUR OWNERS, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT OR INDIRECT, ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

IN THE EVENT WE ARE HELD LIABLE FOR ANY DAMAGES RELATED TO THE SERVICES, TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE LIMITED TO REIMBURSEMENT OF THE CHARGES FOR SERVICES OR PRODUCTS PAID BY YOU.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THE SERVICES 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 provisions in these Terms are intended to be only as broad and inclusive as is permitted by applicable law. We reserve all rights, defenses and permissible limitations under applicable law. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability that cannot be excluded or limited under applicable law.

#### **11. Indemnification**

You agree that you will be responsible for any damages resulting from your violation of these Terms. You further agree to indemnify and hold us, and by extension our owners, affiliates, officers, directors, agents, employees, contractors or service providers, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (i) your breach of these Terms; (ii) your activities in connection with the Services, including any violation of any law or the rights of any third party that occurs in connection with your of the Services; or (iii) information that you provided to us through the Services.

#### **12. Governing Law; Arbitration; Jurisdiction and Class Action Waiver**

THE LAWS OF THE STATE OF RHODE ISLAND WILL GOVERN THESE TERMS AND ANY DISPUTE RELATING TO THE SERVICES, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS. EXCLUDING DISPUTES ADDRESSED THROUGH ARBITRATION AS PROVIDED BELOW, YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT STATE AND FEDERAL COURTS WITH JURISDICTION FOR RHODE ISLAND IN RELATION TO ANY CLAIM, DISPUTE OR DIFFERENCE ARISING FROM THE SERVICES OR THESE TERMS, AND YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON CONVENIENS OR OTHER REASON. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are expressly excluded from these Terms.

We are reachable via the contact information at the end of these Terms to address any concerns you may have regarding your use of the Services. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a precondition to you initiating a lawsuit or arbitration against us. Any matter or dispute relating in any way to your use of the Services or these Terms which is not so resolved shall be submitted to binding confidential arbitration as provided below.

Excluding claims by us for injunctive or other non-monetary relief any claims related to the Services and any dispute or controversy arising out of or relating to these Terms, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of these Terms, shall be resolved by final and binding arbitration in accordance with the JAMS Inc. Streamlined Arbitration Rules & Procedures then in effect. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, except to the extent that disclosure may be legally required of a party, necessary to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

The arbitration shall take place in Rhode Island or at the option of the party seeking relief, online, by telephone, via written submissions alone or in your state of residence if requested, and be administered by JAMS; provided however, that in the event that five (5) or more individuals seek to initiate (or do initiate) arbitration proceedings against us in a coordinated or related manner (e.g., coordination among plaintiffs or their counsel in regard to similar claims), then instead of such arbitrations being administered by JAMS, we may elect to consolidate such arbitrations before an arbitrator mutually agreed-upon by the Parties (and terminate any pending administration by JAMS), (i) with such arbitrator being a retired federal or state judge and experienced with the subject matter of the arbitration, and (ii) except with respect to administration of the arbitration proceedings, the arbitrator shall follow JAMS Inc. Streamlined Arbitration Rules and Procedures.

YOU WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY JUDICIAL PROCEEDING. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT FOR CONSOLIDATED ARBITRATION AS PROVIDED ABOVE, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree (and for consolidated arbitration as provided above), no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

### **13. Services Controlled from United States**

Our Services are operated from the United States. We make no representation that content or materials in the Services are appropriate or available for use in other jurisdictions. Access to any of the Services from jurisdictions where such access is illegal is strictly prohibited. If you choose to access the Services from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.

#### **14. Entire Agreement; Severability**

You acknowledge that you have read and understood and agree to be bound by these Terms. You further agree that these Terms (including our posted Privacy Policy) constitute the complete and exclusive statement of the agreement between you and us, and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of these Terms. If any provision of these Terms is found unenforceable, it shall not affect the validity of the remainder of these Terms, which shall remain valid and enforceable according to its terms, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Services. Notwithstanding the foregoing, we may have negotiated and executed written agreements with specific individuals or organizations with respect to specific matters addressed therein, and nothing in these Terms is intended to supersede any such agreements.

#### **15. Contact Information**

If you have any questions, concerns or comments about these Terms or our Services, please contact us via mail to: TPG Hotels, 1140 Reservoir Ave., Cranston, RI 02920; by phone to 401-946-4600; or by email to [info@tpghotelsandresorts.com](mailto:info@tpghotelsandresorts.com).

These Terms were last updated May 2, 2023.