

WEB SITE TERMS OF USE

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1. WHAT YOU SHOULD KNOW

The goal of this Web Site is to provide You with access to information about Our hotel chain's facilities, services, products, and related links to meet Your needs (the "Content"). The Terms are meant to protect all of Our visitors to this Web Site, and Your access to and use of this Web Site signifies Your agreement with these Terms. DO NOT USE THIS WEB SITE IF YOU DO NOT AGREE WITH THESE TERMS. We reserve the right, in Our sole discretion, to modify, alter or otherwise update these Terms at any time. Such modifications, alterations, and updates shall be effective immediately upon posting. You agree to be bound by such modified, altered, and updated Terms if You access or use this Web Site after We have posted notice of such modifications, alterations or updates.

Consistent with Our goals, this Web Site will permit You to link to many other Web sites that may or may not be affiliated with this Web Site and/or with Us. The other linked Web sites have different terms of use that are not the same as these Terms. Your access to and use of such linked Web sites through links provided on this Web Site is governed by the terms of use and policies of those sites, not this Web Site.

2. PRIVACY

Registration data and certain other information about You is subject to our Privacy Policy. For more information, please review Our Privacy Policy.

3. USE OF THIS WEB SITE

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You are solely responsible for Your Information, and We act as a passive conduit for Your online distribution and publication of Your Information. As used in these Terms, "Information" means any information or data that You submit to this Web Site and any information or data that is generated by this Web Site as a result of Your use of this Web Site.

In the event that You are provided with User identification numbers or codes (collectively, "ID's"), confirmation numbers, and/or passwords (as applicable) in the use of this Web Site, You shall maintain such User ID's, confirmation numbers, and/or passwords in confidence and You agree not to distribute or disclose the same to third parties. It is Your responsibility to notify Us if We need to change or discontinue any of Your ID's, confirmation numbers, or passwords. It is also Your responsibility to immediately request discontinuation of an ID, confirmation number, or

password upon Your knowledge or belief that such ID, confirmation number, and/or password is, or may be subject to, a breach of confidentiality. We may suspend or terminate Your service or access to this Web Site if We believe a breach of these Terms has occurred.

You agree to provide true, accurate, current and complete Information. If You provide any Information that is untrue, inaccurate, not current or incomplete (or We have reasonable grounds to suspect that such Information is untrue, inaccurate, not current or incomplete), We have the right to suspend or terminate Your access and activity, and refuse any and all current or future use, of this Web Site.

5. PROHIBITED ACTIVITIES

You are specifically prohibited from any use of this Web Site, and You agree not to use or permit others to use this Web Site, for any of the following: (a) take any action that imposes an unreasonable or disproportionately large load on the Web Site's infrastructure, including but not limited to "spam" or other such unsolicited mass e-mailing techniques; (b) disclose to, or share with, the assigned confirmation numbers and/or passwords with any unauthorized third parties or using the assigned confirmation numbers and/or passwords for any unauthorized purpose; (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software or HTML code comprising or in any way making up a part of this Web Site; (d) upload, post, emailing or otherwise transmitting any Information, Content, or proprietary rights that You do not have a right to transmit under any law or under contractual or fiduciary relationships; (e) violating any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law; and, (f) using any robot, spider, intelligent agent, other automatic device, or manual process to search, monitor or copy Our Web pages, or the Content without Our prior written permission, provided that generally available third party Web browser such as Netscape Navigator and Microsoft Internet Explorer may be used without such permission.

6. INFORMATION POSTED TO WEB SITE

With respect to all Information You elect to post to publicly accessible areas of the Web Site, You agree that We have the right to use, reproduce, modify, publish, perform and display such Information (in whole or part) worldwide; provided that such use is subject to the terms of Our Privacy Policy.

You acknowledge and agree that We may preserve Information and may also disclose Information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) respond to claims that any Information violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Our business, employees, Providers, affiliates, users, and/or the public.

7. LINKS TO THIRD PARTY SITES

This Web Site may contain links to third-party Web sites not under Our control or operation (the "Linked Sites"). The links will let You leave this Web Site, and You access them at Your own risk. You acknowledge that We provide the Linked Sites for Your convenience and information only. We do not endorse nor are We responsible for any content, information, or other related materials found at any such Linked Sites or any links contained within such Linked Sites, whether or not We are affiliated with the owners of such Linked Sites. You may not establish a hyperlink to this Web Site or provide any links that state or imply any sponsorship or endorsement of Your Web site by Us or the Providers.

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BY WAY OF EXAMPLE ONLY, WE AND RELATED PERSONS AND ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM: FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF CONTENT, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THIS WEB SITE. MOREOVER, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose. The limitations of liability provided in these Terms inure to the benefit of Us and the Providers, and to all respective officers, directors, employees, representatives, attorneys, and agents.

11. GOVERNING LAW AND JURISDICTION

We operate this Web Site (excluding Linked Sites) from Our offices within the States of Hawaii and California. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Hawaii and California, by accessing this Web Site, You agree that these Terms and Your use of the Web Site shall be governed in all respect by the internal substantive laws of the State of Hawaii, without regard to conflict of laws provisions and shall not be governed by the United Nations Convention on the International Sale of Goods. You further submit to exclusive jurisdiction and venue in the state and federal courts located in the State of Hawaii for all disputes, cases and controversies regarding this Web Site, Your use of this Web Site, and Your relationship with Us. We make no representation that materials on this Web Site are appropriate or available for use in other locations, and accessing them from territories where the Content is illegal is prohibited. Those who choose to access this Web Site from other locations do so at their own risk and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the United States or the country in which You reside.

12. INDEMNIFICATION

We reserve the right to report any wrongdoing, if and when We become aware of it, to any applicable government agencies. You agree to indemnify, defend and hold Us and the Providers, Our and their officers, directors, employees, affiliates, agents, licensors, and suppliers harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees) resulting from Your use of this Web Site, Your breach of any provision of these Terms and/or any negligent acts, omissions or intentional wrongdoing by You. Any such indemnification shall be conditioned on Our: (a) notifying You in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (b) cooperating with You in the defense or settlement thereof; and (c) allowing You to control such defense or settlement. We shall be entitled to participate in such defense at Our own cost and expense.

13. MESSAGE BOARDS

In the event that We provide message boards or discussion forums on this Web Site (the "Forums"), You agree to use the Forums only in a noncommercial manner. You shall not, without our express approval, distribute or otherwise publish any material containing any solicitation of funds, advertising, or written solicitation for goods and services. You agree that any uploaded materials may be republished without compensation to You or any other person or entity. In addition, You warrant that all moral rights in any uploaded materials have been waived. While We do not and cannot review every message posted by You or any other User in the Forums, and although We are not responsible for these messages, We reserve the right (but not the obligation) to delete, move, or edit messages that We, in our sole discretion, deem abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise unacceptable. We do not endorse any Information posted on this Web Site.

You agree that You must evaluate, and bear all risks associated with, the use of any messages, Information, or Content, including any reliance on the accuracy, completeness, or usefulness of such messages, Information, or Content. In this regard, You acknowledge that You may not rely on any Content We create or information submitted to Us by third parties, including without limitation, information in the Forums, and in all other parts of this Web Site.

14. OTHER GENERAL PROVISIONS

These Terms are for the benefit of Us and the Providers, Our and their officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against You on its (or their own) behalf. Our failure to act with respect to a breach by You or others does not waive Our right to act with respect to subsequent or similar breaches.

If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and the remaining provisions enforced. Headings are for reference purposes only.

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The provisions and conditions of these Terms, and each obligation referenced herein, represent the entire Agreement between Us (including the Providers), Our affiliated or related entities, and You, and supersede any prior agreements or understandings not incorporated herein. In the event that any inconsistencies exist between these Terms and any future published terms of use or understanding, the last published Terms shall prevail.

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