

WEBSITE STANDARD

INTRODUCTION

As a service provider that develops and/or hosts websites for hotels or other operations managed by Interstate Hotels & Resorts (“Interstate”) or its subsidiaries and affiliates, there are requirements pertaining to the posting of Terms of Use and a Privacy Statement that you are required to meet. This Standard lists those requirements.

TERMS OF USE

A link to the website Terms of Use is required to be posted on the home page. The text for the Terms of Use is provided in Appendix A. These terms of use may be updated by Interstate from time-to-time and you are required to post any updates as provided by Interstate on a timely basis.

PRIVACY STATEMENT

As a matter of common practice, and in some cases as required by law (e.g., California Online Privacy Protection Act (CalOPPA¹), any website that collects or displays personal information (also referred to as personal data or personally identifiable information) needs to contain a privacy statement (also referred to as a privacy notice or privacy policy) to explain to website users what personal information is collected, how it will be used and various other disclosures as outlined in this document. For clarity and for purposes of this document, “personal information” is defined as:

Field level data which is linked or linkable, either alone or in combination, to an identified or identifiable individual. Personal Information includes identifying information such as person’s name or email address. It also includes other data elements, such as Internet Protocol (IP) addresses, device identifiers, loyalty card number or any other unique identifier.

The privacy statement will have disclosures that address the following:

- Effective date
- Scope (e.g., applicable to the website only)
- Changes and Updates to the Privacy Statement
- Personal Information We Request from You
- Other Types of Information We Collect (e.g., log information, cookies, pixel tags, the use of other tracking technologies to gather personal data or track a user’s actions on the website or on other websites, do not track (“DNT”) responses, third party advertising cookies)
- Use of Personal Information
- Retention and Deletion of Personal Information

¹ <https://consumercal.org/about-cfc/cfc-education-foundation/california-online-privacy-protection-act-caloppa-3/#sthash.tujUzAhM.dpbs>

- Sharing and Disclosure of Personal Information (e.g., including sharing with law enforcement or others in the event of a valid subpoena or court order)
- Accuracy and Completeness of Your Information
- Access to ability to Correct or Delete Your Information
- Third Party Sites (e.g., links to third party sites from the websites are not covered by the privacy statement)
- Children Under the Age of 13 (e.g., the website is not intended for children under the age of 13)
- Security of Information
- California Privacy Rights
- International Users
- Monitoring and Enforcement

A link to the privacy statement needs to appear on the home page of the website and every page that collects or displays Personal Information. For website administration purposes it may be more efficient and is acceptable to just include the link in the footer of every web page.

Important Disclosure: This Standard does not in any way constitute a legal opinion, interpretation of law, or legal advice. You are solely responsible for understanding and complying with any applicable legal requirements associated with website development and hosting services to hotels managed by Interstate Hotels & Resorts or its subsidiaries and affiliates.

Appendix A - Terms of Use

TERMS OF USE

We are delighted that you are visiting this website and are considering the services we provide. As a condition of using this website we require that you agree to each of the terms of use, conditions and notices presented below. **IF YOU DO NOT AGREE WITHOUT MODIFICATION, PLEASE DISCONTINUE USE OF THIS WEBSITE.**

The content and information displayed on this website (“Interstate Information”) is the property of Interstate Hotels & Resorts (“Interstate”, “we”, “our”, “us”, “Company”) or other parties. The downloading, reproduction, or retransmission of Interstate Information, other than for non-commercial individual use, is strictly prohibited.

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2. You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of this website, and that you will not take any action that imposes an unreasonable or disproportionately large burden on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein, without the prior express consent from an authorized Interstate representative.
3. You agree that if you choose to provide personal information (“PI”) that such information will be complete and accurate and pertain only to you.
4. This website may provide you with the ability to use usernames, passwords, or other codes or devices to gain access to restricted portions of this site (“access codes”). The content contained in such restricted areas is confidential to Interstate, and is provided to you for your use only. We reserve the right to prohibit the use of such access codes on your behalf by third parties where we determine that such use interferes with our website operations or results in commercial benefits or other entities to our detriment.
5. ALL INTERSTATE INFORMATION AND ANY OTHER INFORMATION IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THE USE OF THE WEBSITES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. INTERSTATE MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE

QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE WEBSITES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS OUR WEBSITES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM OR THROUGH THE WEBSITES OR WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. INTERSTATE MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THIS WEBSITE OR INTERSTATE INFORMATION WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THIS WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS WEBSITE WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN ON THIS WEBSITE WILL BE CORRECTED.

NEITHER US NOR ANY OF OUR SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES OR LICENSORS (“COMPANY PARTIES”) SHALL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF YOUR ACCESS OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THIS WEBSITE OR ANY MATERIALS, OPINIONS OR RECOMMENDATIONS OF THIRD PARTIES ON THIS WEBSITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

YOU HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS AGAINST US AND OUR SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES AND LICENSORS ARISING DIRECTLY OR INDIRECTLY OUT OF YOUR USE OF THIS WEBSITE. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

6. With respect to all communications you make to Interstate regarding Interstate Information, including but not limited to feedback, questions, comments, suggestions and the like that you provide on the website, e-mail, text messages, telephone or social media: (a) you shall have no right of confidentiality in your communications and Interstate shall have no obligation to protect your communications from disclosure; (b) Interstate shall be free to reproduce, use, disclose and distribute your communications to others without

limitation; and (c) Interstate shall be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information.

7. Interstate Information may contain technical inaccuracies and typographical errors, Interstate shall not assume responsibility or liability for any such inaccuracies, errors or omissions, and shall have no obligation to honor requests or information affected by such inaccuracies. Interstate reserves the right to make changes, corrections, cancellations and/or improvements to Interstate Information and to the products and programs described in such information, at any time without notice, including after confirmation of a transaction.
8. Interstate is a United States company and is prohibited from providing services to certain “prohibited persons” that are government officials or residents of certain embargoed countries, or other individuals whose names are published on lists maintained by United States government agencies. You agree to use all reasonable efforts not to arrange for any of these prohibited persons to stay at any hotels operated by Interstate, use or tour any Interstate facilities unless allowed under the travel exemptions set forth by the government agencies.
9. This website may contain links to third party reservation systems or hotel brand (e.g., Hilton Worldwide, Marriott International, Inc.) websites. A reference to a product or service at any specific hotel does not imply that such product or service is or will be available at any other Interstate operated location. If you choose to leave this website via links to other websites not controlled by Interstate, including those of hotel brands, Interstate is not responsible for the privacy policies of those websites or the cookies of other tracking technologies those websites use. In addition, because Interstate has no control over such websites and resources, you acknowledge and agree that Interstate is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources.
10. These are United States websites and are subject to United States law. Interstate will disclose any information regarding the uses of our websites including PI pertaining to you without your permission when required by law, or in good faith belief that such action is necessary to investigate or protect against harmful activities to hotel guests, visitors, employees, or property, including our websites, or to others. Any disputes arising out of or related to our websites shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.
11. We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you.

12. If you would like to view the privacy practices that govern how we process PI about you on this website please review our Privacy Statement. By using this website, you consent to your PI being processed as set out in the Privacy Statement.