

High Speed Internet Access Service

Service Usage and Information Agreement

I. IMPORTANT! THIS IS A BINDING LEGAL AGREEMENT (this "Agreement"). PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SERVICE. This Agreement governs your use of this Service (collectively, the "Service") and is by and between WESTIN LOS ANGELES AIRPORT (referred to herein as "WESTIN LOS ANGELES AIRPORT", "we", "us", or "our") and you, on behalf of yourself and everyone you represent ("you"). By using, viewing, transmitting, caching, storing and/or otherwise utilizing the Service, the services or functions offered in or by the Service and/or the contents viewable through the Service in any way, you have agreed to each and all of the terms and conditions set forth below, and waive any right to claim ambiguity or error in this Agreement. If you do not agree to each and all of these terms and conditions please do not use the Service and leave the Service immediately. We reserve the right, at our sole and absolute discretion, to change, modify, add, or remove portions of these terms at any time without notice and, unless otherwise indicated, such changes will become effective immediately; therefore, please check these terms periodically for changes. Your continued or subsequent use of the Service following the posting of changes to this Agreement will mean you accept those changes. Please print and retain a copy of this Agreement, as it may be changed from time to time, for your records.

II. ELIGIBILITY

The Service is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not available to minors. If you do not qualify, click here to leave the log-in page and Service and not use the Service.

The Service and the materials located on or through the Service are provided by us for informational purposes only, with the understanding that we are by the provision of these materials not engaged in the rendering of legal or other professional advice or service. We make no representation or warranty as to accuracy of such materials, which are made available to third parties, including, franchisees and others as an accommodation only. Franchisees and others retain ultimate control over the policies and procedures that they choose to implement at their hotel. By providing these materials, we do not intend to exercise any direction, oversight or control over those policies and procedures. For all of the above reasons, you should consult your own attorney or other appropriate professional for advice concerning the terms and conditions of this Agreement and/or compliance with any legal requirement.

III. RESTRICTIONS ON USE OF MATERIALS AND SERVICE

All materials contained in our content are the copyrighted property of WESTIN LOS ANGELES AIRPORT, or its subsidiaries or affiliated companies and/or third party licensors. No material from the Service or any Internet Service owned, operated, licensed, or controlled by us or our affiliates may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. For purposes of these terms, the use of any such material on any other Web, Internet, Intranet, extranet or other Service or computer environment is prohibited. All trademarks, service marks, trade names and trade dress are proprietary to us. You may not frame or utilize framing techniques to enclose any of our trademarks, logos, or other proprietary information (including images, text, page layout, or form) without our prior express written consent. 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 consent.

In addition to the other restrictions contained herein, you agree not to use the Service to:

- (a) transmit any material that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, racially, ethnically or otherwise objectionable;
- (b) harm, or attempt to harm, minors in any way;
- (c) transmit any material either by email, uploading, posting or otherwise with intent to harass another, threatens or encourages bodily harm or destruction of property.
- (d) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through

the Service;

(e) transmit any material that you do not have a right to make available under any law;

(f) transmit any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(g) transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "Spam," "chain letters," "pyramid schemes" or any other form of solicitation or collect personal information without consent;

(h) or otherwise attempt unauthorized access or spoofing of any other site or service.

(i) use the Service for excessively high volume data transfers, hosting a web server, reselling the Service, denial of service attacks, or interference with any sites or services.

IV. TYPE AND USE OF INFORMATION COLLECTED

We may automatically track, collect and compile User Information and Transaction Data (as defined below) when you utilize the Service. For purposes of this Agreement, the terms "User Information" and "Transaction Data" shall have the meanings set forth below and shall sometimes hereinafter be referred to collectively as the "Information":

(i) "User Information" shall mean information or data, including registration, enrollment and profile data provided by or obtained in connection with users prior to or after the date you accept the terms of this Agreement (the "Acceptance Date"), that identifies users of the Service.

(ii) "Transaction Data" shall mean information and data characterizing, describing, relating to, or comprising use of, including transactions (e.g., the sale and purchase of goods and services) conducted in whole or in part over or through use of the Service, whether such transaction was completed prior to or after the Acceptance Date, including, without limitation, User Information relating to parties to any such transactions.

We may also automatically track and collect your IP address, domain server, the type of computer and type of web browser you are using and use "cookies" to (i) customize content specific to your interests, (ii) ensure that you do not see the same advertisement repeatedly and (iii) store your password so you do not have to re-enter it each time you use the Service. For more information about "cookies", please click here. [See Attachment 1]

You agree that WESTIN LOS ANGELES AIRPORT shall own all Information.

By using the Service, you voluntarily, expressly and knowingly acknowledge and agree with all of the foregoing and further agree to each and all of the following: (I) such Information belongs to WESTIN LOS ANGELES AIRPORT and is not personal or private proprietary information; (ii) such Information, wherever collected, may be processed, used, reproduced, modified, adapted, translated, used to create derivative works, shared, published and distributed by WESTIN LOS ANGELES AIRPORT in its sole and absolute discretion in any media and manner irrevocably in perpetuity in any location throughout the universe without royalty or payment of any kind, without, however, any obligation by WESTIN LOS ANGELES AIRPORT to do so; (iii) WESTIN LOS ANGELES AIRPORT does not represent, warrant, or guaranty the Information or its processing, use, reproduction, modification, adaptation, translation, derivation, sharing, publishing or distribution, including without limitation the accuracy, reliability, security, or any other feature relating thereto or its processing, use, reproduction, modification, adaptation, translation, derivation, sharing, publishing or distribution; (iv) WESTIN LOS ANGELES AIRPORT will try to provide you a way to review, correct or update the User Information you give WESTIN LOS ANGELES AIRPORT directly, but cannot guaranty that such will be possible or that changes will be reflected throughout all uses of such Information; and (v) you represent and warrant that you have the right to give such Information to WESTIN LOS ANGELES AIRPORT and that such Information is not libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party, or otherwise give rise to liability or violate any law.

You hereby represent and warrant to WESTIN LOS ANGELES AIRPORT that there are no agreements, either written

or oral, between you and any party in which you grant or are granted exclusive ownership rights in and to the Information nor are there any agreements, either oral or written, between you and any party that would prohibit WESTIN LOS ANGELES AIRPORT from asserting the ownership rights, or impair in any way WESTIN LOS ANGELES AIRPORT's ownership rights, in and to the Information as contemplated by this Agreement.

Facts relating to use of the Service, and any information (including the Information) submitted in connection with your use of the Service, are not confidential or private. Please note that when you use the Service, you are agreeing to the use of certain information about such use. Also, when you submit information (including the Information) to us in your use of the Service, you thereby (i) represent and warrant that such information is complete, truthful, and accurate, that you own all rights in such information, that the information, if applicable, is entirely your own original, unpublished work, is not based in whole or in part upon any pre-existing work or work of any other person, does not violate or infringe in any way any copyright, trademark, trade name, service mark or any other statutory, common law or other proprietary or personal right or interest, is not abusive, obscene, profane, sexually explicit, threatening or illegal, and you agree to indemnify, defend and hold the Indemnified Parties (as defined below) harmless from and against any such claim and relinquish, release and assign to us all rights in and title to such information, (ii) acknowledge that you (and not the Indemnified Parties) are solely liable for any damage resulting from infringement of copyrights, proprietary rights, or any other harm arising from their submission and our subsequent use of the information, and (iii) automatically grant us a worldwide, royalty-free, exclusive right and license to use, reproduce, publish, distribute and such information (in whole or in part, in any media now known or used or heretofore known or used at any time, and in perpetuity), although you acknowledge that we have no obligation whatsoever to use, reproduce, publish, distribute or display the information. Further, we reserve the right to monitor and review transmissions, use any information related to such use to ensure that our policies are followed and otherwise as a necessary incident to the provision of the Service or to protect our rights and property. We may also monitor and review stored transmissions without restriction and you hereby acknowledge and consent to such monitoring. You further acknowledge that passwords are known to us. If you use the Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

V. SUBMISSIONS

We are pleased to hear from our users and welcome your comments regarding the Service and the products and services offered in connection therewith. Unfortunately, however, our long-standing company policy does not allow us to accept or consider creative ideas, suggestions, or materials other than those that we have specifically requested. We employ a talented staff and consultants who may be working on the same or similar ideas. We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by our professional staff and/or consultants might seem to others to be similar to their own creative work. Please do not send us any unsolicited original creative materials of any kind. While we do value your feedback on the Service and the services and products offered in connection therewith, we request that you be specific in your comments with respect to the same, and not submit any creative ideas, suggestions, or materials (unless specifically requested by us).

If, at our request, you send certain specific submissions or, despite our request, you send us creative suggestions, ideas, notes, drawings, concepts, or other information (collectively, the "Submissions"), the Submissions shall be deemed, and shall 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 Submissions. Without limitation of the foregoing, we shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

VI. FORUMS AND PUBLIC COMMUNICATION

"Forum" means a chat area, message board, or e-mail function offered as part of the Service. If you participate in a Forum within the Service, if applicable, you must not: (i) defame, abuse, harass or threaten others; (ii) make any bigoted, hateful or racially offensive statements; (iii) advocate illegal activity or discuss illegal activities with the intent to commit them; (iv) post or distribute any material that infringes and/or violates any right of a third party or any law; (v) post or distribute any vulgar, obscene, discourteous or indecent language or images; (vi) advertise or sell to, or solicit others; (vii) use the Forum for commercial purposes of any kind other than to facilitate a transaction on the

Service; (viii) post or distribute any software or other materials which contain a virus or other harmful component; or (ix) post material or make statements that do not generally pertain to the designated topic or theme of any chat room or bulletin board. You shall remain solely responsible for the content of your messages and shall indemnify and hold the Indemnified Parties harmless for the content of such messages. We reserve the right to remove or edit content from any Forum at any time and for any reason.

By uploading materials to any Forum or submitting any materials to us, you automatically grant (or warrant that the owner of such materials expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the universe. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

When participating in a Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated with in any chat room, message board, or other user generated content area. Information obtained in a Forum may not be reliable, and it is not a good idea to trade or make any investment decisions based solely or largely on information you cannot confirm. We cannot be responsible for the content or accuracy of any information, and shall not be responsible for any trading or investment decisions made based on such information.

VII. CONTENT LINKED TO THE SERVICE

Links to other sites may be provided for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site.

Please exercise discretion while using the Service and browsing the Internet and using the Service. You should be aware that when you are using the Service, you could be directed to other sites that are beyond our control. There are links to other sites from the Service web pages that take you outside of the Service. For example, if you "click" on a banner advertisement or a search result, the "click" may take you off the Service web page. This includes links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Service may send cookies to users that we do not control.

We reserve the right to disable links from any third party sites to the Service web pages.

We make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Service.

Please keep in mind that whenever you give out information online, that information can be collected and used by people you don't know. We cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk.

VIII. DISCLAIMERS

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

YOU AGREE THAT YOU USE THE SERVICE AT YOUR OWN RISK. THE CONTENT, SERVICES AND MATERIALS IN OR AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS

REGARDING THE ACCURACY, RELIABILITY, USEFULNESS OR COMPLETENESS OF THE SERVICES, CONTENT OR MATERIALS IN THE SERVICE OR ANY SITE LINKED TO IT. TO THE MAXIMUM EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON INFRINGEMENT, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS, AVAILABILITY, COMPATIBILITY OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DO NOT WARRANT THAT THE SERVICE OR THE SERVICES, CONTENT, MATERIALS OR FUNCTIONS CONTAINED IN THE SERVICE WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES, CONTENT, MATERIALS OR THE SERVERS THAT MAKE THE SERVICE, CONTENT AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR ARE ACCURATE OR COMPLETE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, CONTENT, MATERIALS, FUNCTIONS OR PRODUCTS AVAILABLE THROUGH THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. In the event we are held liable for any damages related to such matters, your sole and exclusive remedy will be limited to reimbursement for services or products paid by you to the entity held liable which were not provided by such entity. You hereby waive any and all rights to bring any claim or action related to such matters in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based.

We explicitly disclaim any responsibility for the accuracy, content, or availability of information found on the Service that link to or from the Service. We cannot ensure that you will be satisfied with any products or services that you purchase from the Service or from a third-party site that links to or from the Service or third party content on the Service. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy or reliability of, any of the information contained in such third-party sites or content. We do 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 any third party, and you hereby irrevocably waive any claim against the Indemnified Parties with respect to such sites and third party content. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

The Indemnified Parties are not responsible 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.

Further, the Indemnified Parties are not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Service or by any technical or human error which may occur in the processing of any information related to the Service.

We may prohibit you from participating in or utilizing the Service if in our sole and absolute discretion you show a disregard for this Agreement or act in an unsportsmanlike manner, with the intent to annoy, abuse, threaten, or harass any other person, or in any other disruptive manner. We also reserve the right to refuse service, terminate accounts, remove or edit content or cancel orders in our sole and absolute discretion.

If for any reason any portion of the Service is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of WESTIN LOS ANGELES AIRPORT which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Service, we reserve the right (but not the obligation) in our sole and absolute discretion, to prohibit you and any member, buyer or supplier (and all of your and their Information) from using the Service, and to cancel, terminate, modify or suspend the Service or any portion thereof and void such Information.

You also agree that the Indemnified Parties are not responsible or liable in any way for injury, loss or damage to your computer or interception or use of credit card information, related to or resulting from use of the Service or any services or materials linked or related thereto or therefrom and also are not responsible or liable in any way for any injury, loss, claim or damage relating to or resulting from any part of the Service operating or not operating on computers or networks used by you or communicating with such computers or networks.

To the extent we list or link to third party products or services, our Service acts as the venue for suppliers to sell products and services (or, as appropriate, solicit offers to buy) and buyers to purchase such products and services. We are not involved in the actual transaction between buyers and suppliers. As a result, we have no control over the quality, safety or legality of the items advertised the truth or accuracy of the listings, the ability of suppliers to sell items or the ability of buyers to buy items. We cannot ensure that a buyer or supplier will actually complete a transaction.

We do not control the information provided by other users which is made available through the Service. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Service. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretense.

Although we intend that product descriptions contained in the Service be current and accurate, we make no warranty or representation that descriptions of products in the Service are accurate, complete, current, or reliable in any or all respects. In the event that a product described in the Service is not as described, your sole remedy is to return it in unused condition in accordance with the suppliers' return policy.

ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 U.S.C. 2701-2711): WE MAKE NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON OR THROUGH THE SERVICE OR ANY WEB SITE LINKED TO OR AVAILABLE THROUGH THE SERVICE. WE 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 THE SERVICE, OR OTHERWISE CONNECTED WITH YOUR USE OF THE SERVICE.

NO ORAL ADVICE OR WRITTEN CORRESPONDENCE OR INFORMATION PROVIDED BY US OR ANY OF THE INDEMNIFIED PARTIES WILL CREATE A WARRANTY OF ANY KIND AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WE RESERVE THE RIGHT, IN OUR SOLE AND ABSOLUTE DISCRETION AND WITHOUT NOTICE, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SERVICE, OR TO DENY ACCESS TO THE SERVICE TO ANYONE AT ANY TIME. NEITHER WE NOR ANY OF THE INDEMNIFIED PARTIES, SHALL HAVE ANY LIABILITY ARISING FROM YOUR RELIANCE UPON THE INFORMATION PROVIDED ON OR THROUGH THE SERVICE.

Search and Directory are free services which may be offered in connection with the Service. Because the Web changes constantly, no search engine technology can possibly have all accessible sites at any given time. Thus, we explicitly disclaim any responsibility for the content or availability of information contained in any search index or directory offered in connection with the Service.

The Service may contain technical inaccuracies or typographical errors or omissions. Phoenix Hotel Ventures is not responsible for any typographical, photographic, technical or pricing (including without limitation mistaken hotel rates) errors listed on our Service. Phoenix Hotel Ventures reserves the right to make changes, corrections and/or improvements to the Service, and to the products and programs described in such information, at any time without notice.

IX. INDEMNIFICATION

You are entirely responsible for maintaining the confidentiality of your password and account and for all activities that occur under your account. You hereby indemnify, defend and hold us and our hotels and each of our and their owners, partners, subsidiaries, affiliates, franchisees and each of such person's or entities' officers, directors, agents, contractors, subcontractors, guests, residents, visitors, licensees, invitees, permittees and employees (collectively, the

"Indemnified Parties") harmless from and against any and all allegations, demands, claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorneys' fees) and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("Claims") arising out of or in any way connected with this Agreement, the services or products provided to you by the Service or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of WESTIN LOS ANGELES AIRPORT or any agent or employee of the Indemnified Parties or any of them (except as and to the extent prohibited by applicable law) or Claims arising from your account, including, without limitation, any Claims related to infringement by you of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws. In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them, arising out of or connected with this Agreement, any such Indemnified Party may, by reasonable notice to you, require you, at your expense, to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

X. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY LOST PROFITS, COST OF COVER, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE OR THE SERVICES OR FUNCTIONS OF THE SERVICE OR ARISING OUT OF YOUR ACCESS TO, OR INABILITY TO ACCESS, THE SERVICE OR YOUR RELIANCE UPON, THE SERVICE OR THE SERVICES, CONTENT OR MATERIALS IN, OR FUNCTIONS OF, THE SERVICE, PROVISION OF, OR FAILURE TO PROVIDE SERVICES, OR INFORMATION, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE). IN ADDITION, WE HAVE NO DUTY TO UPDATE THE SERVICE OR THE CONTENTS THEREOF. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICE. IF YOU ARE DISSATISFIED WITH THE SERVICE OR ANY OF THE PRODUCTS, SERVICES, MEMBERS, SUPPLIERS AND/OR BUYER OFFERED IN CONNECTION THEREWITH OR ASSOCIATED THEREWITH, AS THE CASE MAY BE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SERVICE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMS HEREOF.

XI. RELEASE

BY UTILIZING THE SERVICE, ALL USERS ACKNOWLEDGE AND AGREE THAT THE INDEMNIFIED PARTIES ARE RELEASED, DISCHARGED AND HELD HARMLESS FROM AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LIABILITY WITH RESPECT TO ALL ASPECTS OF THE SERVICE (INCLUDING WITHOUT LIMITATION, ANY ILLNESS, LOSSES, LITIGATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT MAY OCCUR FROM USE OF THE SERVICE OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF INFORMATION, MATERIALS, SERVICES OR PRODUCTS RELATED THERETO OR ACQUIRED THEREFROM. WE RESERVE THE RIGHT AT ANY TIME AND WITHOUT LIABILITY TO RESTRICT OR REFUSE ACCESS TO THE SERVICE AND ITS SERVICES, CONTENT, MATERIALS AND FUNCTIONS TO ANYBODY. WE FURTHER RESERVE THE RIGHT TO SEEK ANY FORM OF RELIEF, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, RELATED TO FRAUDULENT OR ILLEGAL ACTIVITY CONNECTED WITH THE USE OF THE SERVICE.

Because we are not involved in the actual transaction between buyers and suppliers, if applicable, in the event that you have a dispute with one or more users, you also on behalf of yourself, your predecessors, if applicable, and each of their present and former officers, employees, directors, shareholders, parents, subsidiaries, alter egos, affiliates,

partners, agents, attorneys, accountants, heirs, executors, administrators, conservators, successors and assigns, as applicable, hereby fully and forever releases and discharges the Indemnified Parties, from any and all claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, expenses, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or suspected which have existed or may have existed, or which do exist or which hereafter can, shall or may exist, based on any facts, events or omissions occurring from any time on or prior to the execution of this Agreement which arise out of, concern, pertain or relate in any way to this Agreement or the Service. You also acknowledge that there is a possibility that subsequent to the execution of this Agreement, you will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by it at that time may have materially affected its decision to execute this Agreement. You acknowledge and agree that by reason of this Agreement, and the release contained in this section of this Agreement, you are assuming any risk of such unknown facts and such unknown and unsuspected claims. You have been advised of the existence of Section 1542 of the California Civil Code ("Section 1542"), which provides:

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.

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. You knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law or rule of similar effect. In connection with such waiver and relinquishment, You acknowledges that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein. Nevertheless, it is your intention, through this Agreement, and with the advice of counsel, fully and finally settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or have existed between and among the parties hereto, including the Indemnified Parties. You hereby acknowledge that you have been advised by your legal counsel, understand and acknowledge the significance and consequence of this release and of this specific waiver of Section 1542 and other such laws.¹

XII. JURISDICTIONAL ISSUES

The products and/or services described in and available through the Service may not be available in your country. We make no representation that the services or products offered in the Service are appropriate or available for use in any particular location. Those who choose to access the Service 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 the Service and/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 the Service and must exit immediately. Your viewing and/or use of the Service constitutes your representation that you are unconditionally and without limitation permitted to view and use the Service and the Indemnified Parties may rely upon such representation. The Service is operated from the United States and it is possible that some Software from the Service may be subject to United States export controls. No Software from the Service may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country subject to a U.S. or U.N. embargo or sanction; or (ii) to anyone on the US Treasury Department's list of Specially Designated Nationals or anyone subject to the same or similar restrictions even if not listed or the US Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any of the above restricted lists or subject to such restrictions.

XIII. ACCESS AND INTERFERENCE

You will not use any robot, spider, other automatic device, or manual process to monitor or copy the Service or the contents or information (including the Information) contained therein without our prior express written consent. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any transaction being conducted through the Service. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for any Information in which you have an ownership interest) from the Service without our prior express written consent or the appropriate third party.

The information (including the Information) you provide to us (i) shall not contain any viruses, Trojan horses, worms,

time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and (ii) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

XIV. NO AGENCY

You and WESTIN LOS ANGELES AIRPORT are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

XV. TERMINATION

These terms are effective until terminated by either party. You may terminate these terms at any time by discontinuing use of the Service and destroying all materials obtained from any and all such Services and all related documentation and all copies and installations thereof, whether made under the terms of this Agreement or otherwise. Your access to the Service 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 the Service and destroy all materials obtained from such Service 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 those rights and obligations which by their nature are intended to survive the termination of this Agreement in order to be fully operative, shall survive the termination of this Agreement including, without limitation, the following provisions hereof: (i) Restrictions on Use of Materials; (ii) Use and Ownership of Information Collected; (iii) Submissions; (iv) Disclaimers; (v) Indemnification; (vi) Limitations on Liability; (vi) Release; (vii) Access and Interference; (viii) Notice and Procedure for Making Claims of Copyright Infringement; (ix) Forum; (x) No Agency; and (xi) Compliance with Laws.

XVI. GENERAL PROVISIONS

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Service and your solicitation of offers to purchase and/or sell products and/or services. This Agreement shall be governed by and construed in accordance with the laws of the State of California, 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 state or federal courts located in Los Angeles County, California and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and shall not be modified except as otherwise set forth herein. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall any waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver. You agree that you will execute and deliver to us, in recordable form if necessary, such further documents, instruments or agreements, and shall take such further action, that may be necessary or appropriate to effectuate the purposes of this Agreement.

XVII. DIGITAL SIGNATURE PROVISIONS

You represent and warrant that you have the legal right, power and authority to agree to the terms of this Agreement on behalf of yourself and anyone you represent participating in the Service. 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 and acknowledged and agreed 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 and the member, buyer or supplier on whose behalf you are acting.

XVIII. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to our Designated Agent. Notification must be submitted to the following Designated Agent:

Service Provider(s): WESTIN LOS ANGELES AIRPORT

Name of Agent Designated to Receive Notification of Claimed Infringement: Managing Director

Full Address of Designated Agent to Which Notification Should be Sent: WESTIN LOS ANGELES AIRPORT

Telephone Number of Designated Agent: WESTIN LOS ANGELES AIRPORT

To be effective, under Title 17, United States Code, Section 512(c)(3), the notification must be a written communication that includes the following:

A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;

Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;

A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.