

# Terms of Use

## Introduction

The LEADASSIST (“Website”) may be used only as described herein and only for lawful purposes. By utilizing this Website, you agree to be bound by these Terms of Use.

LEADASSIST may revise these Terms of Use at any time by updating this posting. Please visit this page periodically to review these Terms of Use as they are binding on you. These Terms of Use are also incorporated fully into any and all contracts between LEADASSIST and its clients.

## Eligibility

You must be 18 years of age or older to visit or use the Website in any manner. By visiting the Site and accepting these Terms of Use, you represent and warrant to LEADASSIST that you are 18 years of age or older, and that you have the right, authority and capacity to agree to and abide by these Terms of Use. You also represent and warrant to LEADASSIST that you will use the Site in a manner consistent with any and all applicable laws and regulations.

## Use of Website Material

The contents, appearance and design of this Web Site, including text, graphics, data, images, logos, button icons, software and other "Material", are protected under both United States and foreign copyright, trademark and other laws. All Material is the property of the LEADASSIST or, where applicable, its content suppliers. Unauthorized use of the Material may violate copyright, trademark, and other laws. You must retain all copyright, trademark, service-mark and other proprietary notices contained in the original Material on any copy you make of the Material. You may not sell or modify the Material or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose without prior written consent by LEADASSIST. The use of the Material on any other web site or in a networked computer environment for any purpose is prohibited, unless expressly permitted by LEADASSIST.

You shall not copy or adapt the HTML code that LEADASSIST creates to generate its pages. It is also protected by the Company's copyright.

Appropriate legal action will be taken for any illegal or unauthorized use of Material.

## Acceptable Site Use

Use of the Website to transmit, distribute, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful is strictly prohibited.

## Website Security Rules

You are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (a) accessing data not intended for Your use or logging into a server or account which You are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Web Site, overloading, "flooding", "spamming", "mailbombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail posting. Violations of system or network security may result in civil or criminal liability. LEADASSIST will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users of the Website who are involved in such violations.

## Specific Prohibited Uses

The Website may be used only for lawful purposes by individuals seeking information, data and resources related to the worldwide lodging industry, as well as individuals seeking employment with or information on LEADASSIST or any of its associated companies. Accordingly, any of the following is strictly prohibited:

- a. Posting any incomplete, false or inaccurate information or information which is not your own;
- b. Deleting or revising any material posted by any other person or entity;
- c. Using any device, software or routine to interfere or attempt to interfere with the proper working of this Website or any activity being conducted on this site;
- d. Taking any action which imposes an unreasonable or disproportionately large load on this Website's infrastructure.
- e. If you have a password allowing access to a non-public area of this Website, disclosing to or sharing your password with any third parties or using your password for any unauthorized purpose;
- f. Notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Website other than the search engine and search agents available from LEADASSIST on this Website and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).
- g. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Website;
- h. Aggregating, copying or duplicating in any manner any of the materials or information available from the Website, without prior written consent by LEADASSIST ;
- i. Framing of or linking to any of the materials or information available from the Website.
- j. Using any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents.
- k. Harvesting or collecting information about Website visitors or users without their express consent; and
- l. Posting, distributing, or reproducing in any way any copyrighted material, trademarks, or

other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights.

#### Login Information

You may be given a username and password by LEADASSIST in order to submit data and/or obtain reports via the Website. When and if you register for such username and password, you agree to provide true, accurate, current and complete information about yourself as prompted by our registration form (including your email address); and to maintain and update your information (including your email address) to keep it true, accurate, current, and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right to terminate your use of the Website.

You will be responsible for the confidentiality and use of your login information and shall not to transfer or resell your use of or access to the Site to any third-party.

**YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR LOGIN INFORMATION AND ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.**

For information regarding how we use and protect the personal information you provide to us, please review the Privacy Policy which is also located on the Website.

#### Disclaimers

**LEADASSIST MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE WEBSITE OR ITS CONTENT. THE USE OF SAME IS AT YOUR OWN RISK. THE WEBSITE AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. LEADASSIST, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE.**

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#### U.S. Export Controls

The Website is housed in the United States. The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Website content to countries or persons prohibited under the United States or other applicable export control laws or regulations.