

Terms of Use

Terms of Use: May 24, 2018

Introduction: The Caribbean Hotel and Tourism Association (“CHTA” “we” or “us”) provides information and other online services (collectively, the “Services”), including information about CHTA, our products and services, at www.caribbean305.com (the “Site”, or related platforms, the “Sites”) to our users (“You”) under the following terms and conditions (the “Terms of Use”) as set forth in this General Terms and Conditions of Use Agreement (the “Agreement”). This Agreement applies to the collective Sites and other online services of CHTA. You agree to be bound by this Agreement, whether You are a “Visitor” (which means that You simply browse the Sites) or a “Registered User” (which means that You have registered with the Sites or Services and established an account with CHTA to use the Services (an “Account”).

Please read our Terms of Use and Privacy Policy before using the Sites. BY ACCESSING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND THE PRIVACY POLICY. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE AND PRIVACY POLICY, YOU MAY NOT ACCESS OR USE THE SITES OR THE SERVICES. CHTA reserves the right to modify or amend the Terms of Use and Privacy Policy from time to time, without notice. You agree that you will review this Agreement regularly, so that you are aware of and agree to any and all modifications made to this Agreement. Any modifications or amendments shall take immediate effect upon posting, and your continued use of the Site after such posting will mean that you agree to the changes. If You object to any such changes, Your sole recourse will be to cease using the Sites and Services.

1. **Users.** If You submit or otherwise provide information to CHTA, such information must be true, accurate, current and complete, and You shall maintain and promptly update such information to keep it true, accurate, current and complete, and the truth, accuracy, currency and completeness of such information is a condition to Your use of the Sites and Services. If we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate Your use of the Sites or Services (or any portion thereof).

a. **VISITORS.** Visitors may browse the Sites in accordance with this Agreement and will not have access to certain Services without becoming a Registered User.

b. **REGISTERED USERS.** Certain Services are only available to Registered Users who are required to set up an Account prior to accessing such Services. When You set up an Account, You are required to enter [user name, password] (collectively, “Account Information”) to access the Services. You may not transfer or share Your Account Information with anyone except for authorized individuals within your company. You are solely responsible for maintaining the confidentiality of Your Account Information, and You are fully and solely responsible for all activities that occur under Your Password or Account identification. You must ensure that you exit from Your Account at the end of each session. You agree to immediately notify us of any unauthorized use of Your Account Information or any other breach of security. We strongly recommend that you change Your password on a periodic basis and whenever

You suspect that knowledge of the password has been compromised. It is your responsibility to protect the confidentiality of the password. We assume no liability for any access to information that is executed with the password provided to you.

You are solely responsible for any and all use of Your account. Without limiting any rights which CHTA may otherwise have, CHTA reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Sites and Your Account, including, without limitation, terminating Your Account, changing Your Password, or requesting additional information to authorize transactions on Your Account. Notwithstanding the above, CHTA may rely on the authority of anyone accessing Your Account or using Your Password and in no event and under no circumstances shall CHTA be held liable to You for any liabilities or damages resulting from or arising out of (i) any action or inaction of CHTA under this provision, (ii) any compromise of the confidentiality of Your Account or Password, and (iii) any unauthorized access to Your Account or use of Your Password. You may not use anyone else's Account at any time without the permission of the Account holder. The security of Your identifying information is important to us. While there is no such thing as perfect security on the Internet, we will take reasonable steps to help ensure the safety of your identifying information. However, You understand and agree that such steps do not guarantee that use of the Site is invulnerable to all security breaches, and that CHTA makes no warranty, guarantee, or representation that use of any portion of our Site is protected from viruses, security threats or other vulnerabilities.

2. We hereby grant to You a limited, non-exclusive, non-transferable license to access the Sites and use the Services solely for internal business purposes and personal use only as permitted under this Agreement ("Access Rights"). We reserve the right, in our sole discretion, to deny use of the Site or Services to anyone for any reason. You acknowledge and agree that we, in our sole discretion, at any time and with or without notice, may block or terminate your or any other party's access to all or part of the Sites or Services, or change or discontinue any aspect or feature of the Sites or Services (including, without limitation, discontinuing any of the Sites or Services in their entirety); and that, without limitation of any other provisions of this Agreement, we reserve the right to take any actions at law or in equity that we deem appropriate in connection with the Site, Services and this Agreement.

3. You understand and acknowledge that the Site, the contents of and information displayed on the Sites are protected by U.S. and international copyright laws, and are the property of CHTA and/or other parties. The downloading, reproduction, distribution, republication, uploading, transmission, or retransmission of, or creation of derivative works from, sale, rent, licensing, or transfer any of the Sites' contents, other than for non-commercial individual use, is strictly prohibited unless otherwise indicated below or on the Site's Research Reproduction Rights webpage. All rights not expressly granted are reserved.

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5. You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Sites, including through the upload or other transmission of any software viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment or use any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any portion of the Site, products and/or Services. You further agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to frame, scrape (including through the use of any data mining, or similar data gathering and extraction methods), monitor or copy our web pages or the content contained herein, or change, modify, adapt, or otherwise alter the site, or change, modify, or alter another website so as to falsely imply that it is associated with the Sites, without the prior express consent from an authorized CHTA representative (such consent is deemed given for standard search engine technology employed by Internet search web sites to direct Internet users to this site).

6. You represent and warrant that You shall not use any CHTA products or Services in a way that violates the privacy or data protection rights of any third party, or any applicable privacy or data protection laws or regulations. You further represent and warrant that, to the extent required by law, you have obtained consent for use of the Site or Services to access or monitor communications or any personal data, including geo-location data, of any third party. Use of the Site or Services for any illegal purpose is strictly prohibited and a violation of these Terms. You agree not to use the Site or Services in any manner that: (a) violates any local, state, national or international law; (b) threatens, stalks, harasses, abuses, defames, slanders, or in any other way harms another individual or business organization; (c) collects or stores personal data about other users without their consent, or otherwise prepares, compiles, uses, downloads or copies any user information and/or usage information or any portion thereof, or transmits, provides or otherwise distributes (whether or not for a fee) such information to any third party; (d) impersonates any person or entity, misrepresents Your affiliation with a person or entity, or otherwise creates a false identity for the purpose of misleading others; (e) infringes someone else's patent, trademark, trade secret, copyright or other intellectual property or other rights; (f) is vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive; (g) advocates or solicits violence, criminal conduct or the violation of any local, state, national or international law or the rights of any third party; (h) promotes sexually explicit or pornographic material or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (i) constitutes unsolicited or unauthorized advertising, junk or bulk email (spam), chain letters, or any other unsolicited commercial or non-commercial communication; or (h) transmits any material or communications that contain a petitions for signatures, chain letters or letters relating to a pyramid scheme.

7. All Site 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, OR NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

8. The Site also may contain message boards, chat rooms, forums, bulletin boards and certain other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (“post”) content or materials, feedback, questions, comments, suggestions and the like (collectively, “User Contributions”) on or through the Site or Services. With respect to all communications you make via these Sites, including but not limited to User Contributions: (a) you shall have no right of confidentiality in the User Contributions. We shall have no obligation to protect your communications from disclosure; (b) We shall be free to reproduce, use, disclose and distribute User Contributions to others without limitation; (c) We shall be free to use any ideas, concepts, know-how, content or techniques contained in User Contributions for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information; and (d) You grant Us and other Users of the site a non-exclusive, royalty-free, perpetual, world-wide, irrevocable, sub-licensable and transferable right and license to use, reproduce, create derivative works of, distribute, or publicly display User Contributions freely, and for any purpose whatsoever. You represent and warrant that: (a) You own or control all rights in and to the User Contributions and have the right to grant the license granted above; and (b) all of your User Contributions do and will comply with these Terms. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted or communicated by You or any other user of the Site.

We have the right to: (a) Remove or refuse to post any User Contribution for any or no reason in our sole discretion; (b) Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public or could create liability for CHTA; (c) Disclose Your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy; (d) Take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site; (e) Terminate or suspend your access to all or part of the Site for any or no reason, including, without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. We will disclose any information regarding the use of the Sites, including personal information 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 CHTA (including this Site) or to others. YOU WAIVE AND HOLD US HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

9. Information and content on these Sites may contain technical inaccuracies and typographical errors. You agree that We are not responsible or liable for any such inaccuracies, errors or omissions, and shall have no obligation related to information affected by such inaccuracies. We reserve the right to make changes, corrections, cancellations and/or improvements to information and contents on the Sites, and to the products and programs described in such information therein, at any time without notice, including after confirmation of a transaction.

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11. We are providing information and services on the Internet as a benefit and service in furtherance of our nonprofit and tax-exempt status. We make no representations about the suitability of this information and these services for any purpose.

12. If you would like to view the privacy practices that govern the Site, please review our Internet Privacy Policy. If you have questions about these Terms of Use please send an e-mail to membership@caribbeanhotelandtourism.com. All information we collect on the Site, including through the User registration process, will be treated in accordance with our Privacy Policy, located on this Site and incorporated by this reference into this Agreement. If You use the Sites and/or Service, You accept the terms and conditions of our Privacy Policy, and consent to all actions we take with respect to your information consistent with our Privacy Policy. If You do not agree to have Your information used in any of the ways described in the Privacy Policy, You must discontinue use of the Site and the Services, and not provide us with any personal information.

13. We respect the intellectual property of others, and we ask You to do the same. If You believe that Your work has been copied in a way that constitutes copyright infringement, please provide our Director of Communications the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A specific description of the copyrighted work that You claim has been infringed;

- c. A specific description of where the material that You claim is infringing is located on the Site or Services;
- d. Your name, address, telephone number, and email address;
- e. A written statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A written statement by You, made under penalty of perjury, that all of the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Our Director of Communications for notice of claims of copyright infringement on the Sites or Services can be reached by directing an email to the Director of Communications at adriana@caribbeanhotelandtourism.com. It is our policy to terminate the user accounts of repeat infringers.

14. We may terminate Your use of the Sites and/or Your Account for any reason at any time. You understand that termination of this Agreement and Your Account may involve deletion of Your information from our live databases as well as any content that You uploaded to the Sites using such Account. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES OR DELETION OF YOUR ACCOUNT OR CONTENT UPLOADED BY YOU.

15. To the extent permitted by law, you agree to indemnify, defend and hold harmless CHTA, its parents, subsidiaries, affiliates, officers, directors, licensors, co-branders, suppliers, and other partners, employees, consultants and agents, together with all of their respective officers, directors, employees and consultants, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (a) any information You submit, post or transmit through the Sites or Services, (b) Your use of the Sites or Services, (c) Your violation of this Agreement, (d) Your violation of any rights of any other person or entity or (e) any viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines input by You into the Services. We reserve the right to exclusively defend and control any such indemnification matters; and that you will fully cooperate with us in any such defense.

16. Unless otherwise set forth in a product or services delivery agreement between You and CHTA, this Agreement and our Privacy Policy constitutes the entire and exclusive and final statement of the agreement between You and Us with respect to the subject matter hereof, and governs Your access to the Sites and Your use of the Services, superseding any prior agreements or negotiations between You and Us, both written and oral, with respect to the subject matter hereof. All matters relating to the Sites or Services, this Agreement, the relationship between You and CHTA or any dispute or claim arising therefrom or related thereto (including non-contractual disputes or claims) will be governed by the laws of the state of Florida, without giving effect to any choice of laws or principles that would require the

application of the laws of a different country or state. Any legal action, suit or proceeding arising out of or relating to this Agreement, or Your use of, the Site or Services must be instituted exclusively in the federal or state courts located in Florida and in no other jurisdiction. You further consent to exclusive personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court, and irrevocably waive any jurisdictional, venue or inconvenient forum objections to such court provided, however, that if you reside outside of the United States in a country requiring that a consumer contract be litigated in that country and/or pursuant to that country's national law, that country's courts may have jurisdiction and its law may apply.

Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Your use of the Site or Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are for convenience only and have no legal or contractual effect. You and we are acting as independent contractors, and nothing in this Agreement creates an agency or partnership. You may not assign Your rights under this Agreement without our prior written consent, and any attempted assignment will be null and void.

This Agreement may not be modified, in whole or in part, except by us and as otherwise might be specifically described elsewhere in this Agreement; and anything contained on or provided through this site that is inconsistent with or conflicts with the terms of this Agreement is superseded by the terms of this Agreement.

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