

Hotel of Tomorrow®

Terms of Use

Effective Date: August 25, 2021

Welcome to the Hotel of Tomorrow Project. Please read the following Terms of Use carefully. They govern your use of the <https://hotel-of-tomorrow.com/> site (the “Site”), belonging to the Hotel of Tomorrow Project and its affiliates (“HOT,” “we,” “us,” “our”), and the services offered via the Site. By accessing, viewing, downloading, participating in the HOT Project, or otherwise using this or any webpage or service available via the Site (collectively with the Site, the “Services”), you (the “Participant”, “you”, “your”) acknowledge and agree to be bound by the following terms and conditions (the “Terms of Use” or “Agreement”). We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Services after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, or our Privacy Policy, found at <https://hotel-of-tomorrow.com/privacy-policy> (the “Privacy Policy”), DO NOT PROCEED WITH THIS AGREEMENT, AND DO NOT USE OR ACCESS (OR CONTINUE TO USE OR ACCESS) THE SERVICES, VIEW, DOWNLOAD, OR OTHERWISE USE ANY HOT WEBPAGE, INFORMATION OR SERVICES. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS.

If you have entered into a written agreement with HOT, these terms and conditions will supplement such agreement. If there is a conflict between the provisions of these terms and conditions and written agreement, and unless otherwise expressly agreed by the parties in writing that specific terms of these terms and conditions shall supersede specific provisions of the written agreement, then the provisions of the written agreement shall prevail. The Site, Services and Site Content (defined below) are only for use in the United States, and any use or access of the foregoing outside of the United States is prohibited.

1. Intellectual Property Notices

- a. Hotel of Tomorrow® is a registered trademark of The Gettys Group, Inc. (“TGG”), 55 W. Wacker Drive, Suite 400, Chicago IL 60601. TGG is the owner of any trademark, registered trademark, or service mark arising from the HOT project.
- b. To the extent that any work of authorship is created by participation in or on behalf of the HOT Project falls within subsection (2) of the definition of a “work made for hire” as set forth in Section 101 of the United States Copyright Act, Participant agrees that the work is a work made for hire on behalf of TGG.
- c. For any intellectual property created or invented while participating in the HOT Project that does not fall within such definition, including but not limited to patents, trademarks, copyrights, trade secrets, and inventions, Participant hereby irrevocably assigns to TGG all ownership in such intellectual property and waives all moral rights therein. Participants agree to sign or have signed any documents provided by TGG for registering or protecting said intellectual property. TGG shall be responsible for any fees associated with such registration or protection.

- d. Participant represents and warrants that he, she, or it has the full right and authority to participate in the HOT Project and to grant the rights granted by Participant hereunder, free and clear of any rights, claims, or encumbrances of others. Participant shall indemnify, and if requested, defend, TGG from and against all losses, including attorneys' fees, arising out of any third-party claim relating to any actual or alleged breach of this representation or warranty.
- e. Subject to these Terms of Use, TGG grants to Participant and Participant hereby accepts from TGG a non-exclusive, non-transferable limited license to use any works or other intellectual property owned by TGG relating to the HOT Project so long as Participant is part of the HOT Project. This license is limited and does not extend to any other intellectual property owned by TGG. Nothing in these Terms of Use shall be construed as granting Participant the right to use the TGG name, trademarks, trade dress, or logos. This limited license shall terminate immediately upon withdrawal from the HOT Project.
- f. Participant hereby grants to TGG, the right to use Participant's name or image, in relation to the HOT Project. Participant hereby releases and discharges TGG, its employees, agents, successors, licensees, and assigns from any and all claims in connection with TGG's use, display, dissemination, or exploitation of any intellectual property of the HOT Project or Participant's name, image, or likeness, including, but not limited to, any claims for defamation, violation of any moral or artist rights, and/or any right of privacy or publicity.

2. Participation in the HOT Project

- a. Participant represents and warrants that he, she, or it has the full right and authority to participate in the HOT Project, and to grant the rights granted by Participant hereunder, free and clear of any rights, claims, or encumbrances of others.
- b. Participant hereby grants to TGG, the right to use Participant's name, image, or likeness in relation to the HOT Project. The Participant's grant to TGG of the right to use Participant's name or image in relation to the HOT Project includes the name and likeness associated with any virtual figure (e.g., an avatar character) connected to Participant within the third-party platforms associated with the HOT Project. Participant hereby releases and discharges TGG, its employees, agents, successors, licensees, and assigns from any and all claims in connection with TGG's use, display, dissemination, or exploitation of any intellectual property of the HOT Project or Participant's name, image, or likeness, including, but not limited to, any claims for defamation, violation of any moral or artist rights, and/or any right of privacy or publicity.

3. Payments and Registration

- a. Registration for the HOT Project may be conducted through a third-party service, and we may change the registration process from time to time. Certain additional terms may apply depending on your method of registration.
- b. When registering as a Participant to the HOT Project you may need to provide us with your name, email address, and billing and shipping addresses, as well as your payment related information. You agree to pay the applicable registration fee as set forth on this site. Sales taxes may be charged in addition to the subscription fee.
- c. You may pay by credit card, debit card, check, or third-party services such as a payment processor, and we may change the payment methods we accept from time to time. Certain additional terms may apply depending on your selected payment method.

4. Confidentiality

Participant agrees to maintain the confidentiality of any Confidential Information created or shared through the HOT Project. "Confidential Information" includes, but is not limited to, information pertaining to any aspect of TGG's or Participants' respective businesses which is not known by the public or is proprietary information, whether of a technical nature or otherwise. The Parties agree that Confidential Information does not include information which has become publicly and widely known and made generally available through no wrongful act of the HOT, Participant, or of others who were under confidentiality obligations.

5. General Terms and Conditions

- a. You must provide correct and complete information if requested by us if you use the Services or certain features on the Site. As part of your use of the Services, you may be required to submit certain information (including any name, contact information, business information, and other personal information), or registration details or other information to use the Services (collectively, the "Participant Information").
- b. By submitting any information to us, you represent and warrant that:
 - i. Such Participant Information is accurate, complete, and current; and,
 - ii. You agree not to access our Site or Services by any means other than through the interfaces we provide for use in our accessing our Site or Services. Unauthorized access of our Site is a breach of these Terms of Use and is a violation of the law.
- c. You acknowledge, consent and agree that we may access, preserve, and disclose your information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims of a violation of the rights of third-parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of HOT, its users and the public.
- d. Certain Services may be made available through a password protected area on this Site. We may allow you to register and obtain an account (a "Participant Account") to access such materials. If you choose, or are provided with, a username, password for your Participant Account, or any other piece of information as part of our security procedures. You must treat your Participant Account and its username and password as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Participant Account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You are responsible for any activity conducted through your Participant Account, and liable for any related loss arising from that conduct. You agree to notify us immediately of any unauthorized access to or use of your Participant Account or any other breach of security.
- e. We have the right to disable any Participant Account, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.
- f. To the extent you provide any content to us via the Services (the "Participant Content"), you represent and warrant that you have the necessary rights, title and interest in and to the Participant Content to grant HOT a worldwide, sublicensable, royalty-free, right and license to use, display, modify, store, and create derivative works of such Participant Content

6. Other Terms and Conditions

- a. Your use of the Services may also be affected by other agreements (the "Additional Agreements") with us and/or an agreement with our affiliates for your affiliate accounts linked to the Service.
- b. The terms and conditions for the Additional Agreements, including any applicable fees, limitations, liability rules and other restrictions that might impact your use of an account with the Services, are incorporated into these Terms of Use. In the event of a conflict between

Additional Agreements and these Terms of Use, the terms of the applicable Additional Agreement will prevail unless this Agreement specifically states otherwise.

- c. Any breach of these Terms of Use or the Additional Agreements will be automatically deemed a breach of all agreements between you and HOT, and HOT shall have the right to obtain injunctive relief in addition to any additional rights and remedies it may have under these Terms of Use or the Additional Agreements.

7. Prohibited Conduct

You expressly agree to refrain from doing, either personally or through an agent, any of the following:

- a. Use any device, a robot, spider, script, automated process, or manual process or other means to harvest information about other users, or any content from the Services.
- b. Transmit, install, upload, or otherwise transfer any virus, malware, or other item or process to the Services that in any way affects the use, enjoyment, or service of the Services.
- c. Transmit, install, upload, or otherwise transfer any virus, malware, or other item to the Services that in any way affects the use, enjoyment or service of any user's or HOT employee's computer or other medium used to access the Services.
- d. Transmit, install, upload, or otherwise transfer any material to the Services that is fraudulent, inaccurate, offensive, violent, lewd, salacious, explicit, discriminatory, illegal, infringing, hateful, pornographic, or sexually suggestive. HOT reserves the sole discretion to determine the nature of the material.
- e. Transmit, install, upload, or otherwise transfer to the Services any content (including any Participant Content) that violates or infringes the intellectual property rights of others (including but not limited to copyrights, trademarks, trade secrets, patents, and publicity rights).
- f. Modify the information, including headers, found on the Services.
- g. Transmit, install, upload, or otherwise transfer to the Services any unauthorized advertisement or communication, including but not limited to spam, and phishing emails.
- h. Engage in any action that imposes an unreasonable or disproportionately large load on the Services, or that HOT determines is detrimental to the use and enjoyment of the Services.
- i. Use the Services for any unlawful means.
- j. Transmit, install, upload, post or otherwise transfer any information in violation of the laws of the United States or post any information that could result in civil unrest.

In order to enforce this Section 7, we may share your information and otherwise coordinate with the third party business partners and service providers who assist with the Services regarding your conduct related to HOT on those third party platforms, and we reserve the right to coordinate with those third party business partners and service providers to remove your access to HOT's Services on those third party platforms.

8. Independent Contractors.

For purposes of this Agreement, Participant and HOT will act at all times as independent contracting entities. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship other than that of independent entities contracting with each other for the purpose of engaging in the Services and effecting this Agreement. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between Participant and HOT.

9. INDEMNITY

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HOT AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, LICENSORS, DIRECTORS, SUPPLIERS, OTHER PARTNERS, EMPLOYEES AND REPRESENTATIVES FROM ANY CLAIM OR DEMAND, INCLUDING ATTORNEY'S FEES, MADE BY ANY THIRD PARTY TO OR ARISING OUT OF YOUR USE OF THE SITE, OR YOUR USE OF OR CONNECTION TO THE SERVICES (INCLUDING ANY USE BY YOU ON BEHALF OF A THIRD PARTY), OR THE PARTICIPANT CONTENT. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO PARTICIPATE IN OR ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

WE RESERVE THE RIGHT TO DENY SERVICE TO ANYONE, AT ANY TIME, AND FOR ANY REASON, AS ALLOWED BY LAW, OR FOR ANY OTHER REASON.

10. DISCLAIMER OF WARRANTIES

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

YOUR USE OF THE SITE, THE SITE CONTENT, AND ANY SERVICES, IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. SITE, THE SITE CONTENT, AND ANY SERVICES, ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. HOT DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. HOT MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE USEFULNESS QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE SITE, THE SITE CONTENT, AND ANY SERVICES.

YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY SITE CONTENT FROM HOT, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

11. LIMITATION OF LIABILITY

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

TO THE FULL EXTENT PERMITTED BY LAW, HOT IS NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH HOT, EVEN IF HOT HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO: (a) THE USE OF OR THE INABILITY TO USE THE SITE, THE SITE CONTENT, OR ANY SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS

AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SITE OR ANY SERVICES; (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR ANY SERVICES, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; OR (d) SITE CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, RELY UPON, MODIFY OR DISTRIBUTE.

12. Third Party Content

You may find links to other Internet sites or resources on the Site, the Site Content, or the Services. You acknowledge and agree that HOT is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any of the Site Content, advertising, products, or other materials on or available from such sites or resources. HOT will not be responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any such Site Content, goods or services available on or through any such site or resource. **It is your responsibility to review the terms of use for third party entities, including those that may link or be accessible from or on the Site, or in connection with the HOT Project.**

13. Controlling Law

The laws of Illinois, United States govern any action related to the Terms of Use and/or your use of the Services. Choice of law rules of any jurisdiction will not apply to any dispute under the Terms of Use. You and HOT agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Illinois.

14. Entire Agreement

This Agreement and the Privacy Policy contains the full understanding between the parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. If any provision of the Terms of Use is held invalid by any law or regulation of any government, or by any court, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms of Use will remain in full force and effect.

15. Contact Us

If you have a comment or question about this Agreement, please contact us at the contact information listed below:

Hotel of Tomorrow
Hoteloftomorrow@gettys.com