

Hotel Technology Next Generation

Htng.org Terms of Use April 2015

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- 2. Use of Website, Including HTNG Collaboration Site Discussion Boards and User Contributed Content.**
 - a. In order to use this Website you agree that you:
 - i. are at least 18 years old;
 - ii. will comply with all applicable laws and regulations;
 - iii. will use this Website in a professional manner.
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 - i. misuse information and/or content on the Website, including any HTNG Collaboration Site or Discussion Boards;
 - ii. modify, adapt, reverse engineer or disassemble any portion of this Website;
 - iii. interfere with or disrupt the operation of the Website;
 - iv. use the Website in a way or post content that violates the legal rights of another, or harasses, abuses or harms another;
 - v. disclose the private or confidential information of another;
 - vi. violate the intellectual property rights of another;
 - vii. post any content that includes unauthorized advertising, contains inappropriate, illegal or offensive materials or promotes a fraud;
 - viii. post content that implies or states you or another, or the products or services offered by you or another, are affiliated with or endorsed by HTNG, without our explicit consent;
 - ix. post content that contains software viruses, worms or any harmful code.
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- c. Your use of any content displayed on the Website is subject to these Terms, and to any restrictions or notifications specified in the content itself.

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- i. Provide HTNG with a written notice that includes:
 1. Signature of the copyright owner or person authorized to act on their behalf;
 2. Description of the copyrighted work that you believe has been infringed;
 3. Description of the location on the Website of the material you believe is infringing;
 4. Information so that HTNG may contact you (your telephone number, mailing address and e-mail address);
 5. A statement by you, that you have a good faith belief that the use is not authorized by the copyright owner, her/his/its agent, or the law; and
 6. A statement by you, under penalty of perjury, that the information in the notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right allegedly being infringed.
- ii. Send the written notice to HTNG's designated agent under the DMCA:
 1. By Mail: HTNG, 650 E. Algonquin Rd., Suite 207, Schaumburg, IL 60173 USA
 2. By Fax: +1 (703) 814-8555; OR
 3. By E Mail: membership@htng.org.
- iii. If you believe that a notice of copyright infringement has been improperly filed against you, you may submit a counter notice to HTNG's designated agent (addressed as above). In order to be valid, that counter notice must:
 1. Be in writing;
 2. Contain a physical or electronic signature;
 3. Identify the material that has been removed or to which access has been disabled, and the location where the material appeared prior to that;
 4. Contain a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
 5. Contain your name, address and telephone number, and a statement that you consent to the jurisdiction of federal district court for the judicial district in which the address is located, or if your address is outside of the US, located in the Northern District of Illinois, and that you will accept service of process from the complainant.

- 5. User Name and Password.** You may be required to register with HTNG in order to access certain areas of this Website. You warrant that (a) all information supplied by you with respect to such registration is true, accurate, current and complete, and (b) you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you. We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of the Terms.
- 6. Privacy.** You agree to any information you have entered being stored in a database. HTNG shall not be held responsible for any hacking attempt that may lead to the data being compromised. In addition, in order to cooperate with governmental requests, subpoenas or court orders, to protect HTNG's and/or its website provider's systems and customers, or to ensure the integrity and operation of HTNG's business and systems, HTNG may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, email address, etc.), IP addressing and traffic information, usage history, and posted content. HTNG's right to disclose any such information shall take precedence over any terms of HTNG's Privacy Policy as disclosed elsewhere on the Website.
- 7. Links and Cookies.** This Website may contain links to other sites ("Linked Site"). HTNG has no ability to change, update or control the content of a Linked Site, and the fact that HTNG has provided the link does not constitute an endorsement, affiliation or sponsorship of or with the Linked Site or its owners. Linked Sites may contain terms and provisions that differ significantly from those on this Website. Access to any Linked Site is at your own risk. HTNG prohibits the framing of any content on this Website. HTNG reserves the right to disable any unauthorized links or frames. HTNG reserves the right to store information on a user's computer in the form of a "cookie" or similar file for purposes of simplifying the login process or remembering user preferences.
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The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of HTNG.

11. Jurisdiction/Governing Law. This Website is operated by a U.S. entity and this Agreement is governed by the laws of the State of Illinois, USA. You hereby

consent to the exclusive jurisdiction and venue of courts in Cook County, Illinois, USA and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of this Website. You agree that all claims you may have against HTNG arising from or relating to the Website must be heard and resolved in a court of competent subject matter jurisdiction located in Cook County, Illinois. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

- 12. No Joint Venture.** You agree that no joint venture, agency, partnership, or employment relationship exists between you and HTNG as a result of this Agreement or use of the Website.
- 13. Compliance with Legal Requests.** Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Website or information provided to or gathered by us with respect to such use.
- 14. General.** If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in the Agreement shall continue in effect. The captions and titles of sections of this Agreement are for convenience purposes, only, and shall not be deemed to limit or otherwise affect the meaning of the sections themselves.
- 15. Entire Agreement.** Except as otherwise provided in this Section, this Agreement (and any other terms and conditions referenced herein, such as HTNG's Privacy Policy) constitutes the entire agreement between you and HTNG with respect to this Website and it supersedes all prior or contemporaneous communications and proposals between you and HTNG with respect to this Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. HTNG Members agree that the Terms and Conditions of HTNG Membership and the HTNG Code of Conduct also apply with respect to this Agreement and the Website.

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