

## Hospitality Technology Next Generation

### Htng.org Terms of Use      May 2018

1. **You Agree to These Terms by Using This Site.** Welcome to the HTNG website, <http://www.htng.org>, and related HTNG web properties, communications tools and other subsites under or related to the domain htng.org (the “Website”). The terms “we”, “us”, “our” and “HTNG” refer to HTNG Illinois (NFP), a State of Illinois corporation. The term “you” refers to the individual visiting the Website and/or contributing content on or to the Website. By accessing and/or contributing to the Website, you agree to be legally bound by the following terms (the “Terms” or “Agreement”). If you do not agree to be legally bound by all of the Terms, then please do not use or contribute to the Website. Be sure to return to this page periodically to review the most current version of the Terms. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Terms without prior notice to you, and your continued access of and/or contribution to this Website after changes means you agree to be legally bound by the Terms as they are updated and/or amended.
  
2. **Use of Website, Including HTNG communications & collaboration tools 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.
  
  - b. You agree that you will not:
    - i. misuse information and/or content on the Website, including any **HTNG communications & collaboration tools**;
    - 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.
  
  - c. HTNG does not control the information posted by or on behalf of users or others and has no obligation to monitor postings or other user contributed content. HTNG is not responsible for the content posted by or on behalf of users or others, or for any harm or damages related to your use of or reliance on such content. If you have a good faith complaint concerning a

posting or other content (other than a claim of copyright infringement, which is covered below), you may contact HTNG at [membership@htng.org](mailto:membership@htng.org) or at 650 E. Algonquin Road, Suite 207, Schaumburg, IL 60173 USA, with information that is at least sufficient to identify your concern. Please be advised that HTNG **may** make an attempt to forward your complaint, including your contact information, to the user who posted the content. HTNG may, but need not, investigate your complaint and take action in good faith based upon your complaint. HTNG will have no liability or responsibility for the performance or lack of performance of such an investigation or action.

- d. HTNG reserves the right to edit, remove or refuse to post any information or materials, in whole or in part, for any reason whatsoever.
- e. HTNG does not provide a storage service, and has no obligation to store, maintain or provide copies of any information, content or postings unless required by applicable law.

**3. Your License to HTNG.** By posting content on the Website, including any communications tools and other subsites, or by submitting content to HTNG for publication, you:

- i. grant HTNG an unrestricted, irrevocable, nonexclusive license to use, reproduce, display, perform, modify, process, publish, transmit and distribute that content or information, all without any further consent, notice and/or compensation to you or others;
- ii. agree that other users and HTNG Members may freely access and share your content and information, subject to any limitations clearly and prominently specified in the content posted or submitted by you, but in any case, without further consent, notice and/or compensation to you or others; and
- iii. agree that HTNG may edit and make formatting changes to the content posted or submitted by you.

**4. Copyright and Trademarks.**

- a. This Website, including but not limited to all text and images not submitted by a user, is owned and copyrighted by HTNG, all rights reserved, or others with all rights reserved unless otherwise noted.
- b. Hospitality Technology Next Generation, its logo and certain other product or service names or slogans displayed on the Website are registered and/or common law trademarks of HTNG and/or its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of the applicable trademark holder. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Website are the property of their respective owners.
- 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.
- d. **Claims Regarding Copyright Infringement.** The Digital Millennium Copyright Act (“DMCA”) is a US law that helps copyright owners who

believe their rights under US copyright law have been infringed. HTNG has adopted the following procedures as provided under the DMCA, which you may use if you believe in good faith that content posted on the Website infringes your copyright. If you follow the following procedure, the material may be removed or access to it disabled.

- 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 E Mail: [membership@htng.org](mailto: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 and maintain a profile 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, the Website, and/or data processors that store and process data on behalf of and at the direction of HTNG . 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.
- a. **Personal Data.** Personal data or Personally Identifiable Information (PII) may be collected as a result of your participation, membership with HTNG or use of the Website. This may include (but is not limited to) name, gender, address, telephone number, e-mail address, interests, social media information, payment data, employer details, geolocation data, IP address and other limited financial data.
  - b. **Personal Data Collection.** Personal data is collected when you interact with HTNG, through the Website, social media platforms, communications & marketing tools, events, call centers, business partners, and interactions with HTNG Staff or HTNG members.
  - c. **Request, change or delete your Personal Data.** You may request an electronic copy of your personal data, request that HTNG delete your data, and/or request a change to your Personal Data. You may submit such requests in writing, or through [this form](#). HTNG reserves the right to verify the identity of any person or entity making such a request. It may not be possible to share, delete or change your data due to legal, technical, security or other reasons. HTNG will take measures to respond to such requests in a timely manner.
  - d. **Use & Purpose of Personal Data Collection.** Personal Data is used by HTNG for legitimate business interests, including:
    - i. Communicating member benefits & opportunities that may not be available to the public
    - ii. Facilitating event participation, registration, sponsorship, collaboration or speaking opportunities
    - iii. Payment processing
    - iv. Personalization of your experience on the Website, communications, services or opportunities available to HTNG members and/or the public

- v. Business purposes such as data analysis, security monitoring, and compliance with applicable laws
  - vi. Developing, expanding and/or enhancing new products or services
  - vii. Facilitating member collaboration & communication through interest groups, teams, workgroups, forums and other member related groups within HTNG
- e. Retention.** Personal data may be retained for the length of HTNG’s relationship with you and/or your company, and/or for as long as HTNG has a legal obligation to do so.
- f. Preferences & Communication Management.** HTNG Members may login to the Website to [manage communications and preferences](#). In certain circumstances, a company may manage preferences for employees. Employees may contact the owner of the company membership to address any preference issues that are managed by the member company. You may log in to the Website and manage your preferences and communications subscriptions at any time. You may also manage your communications with HTNG through the opt-out and unsubscribe links embedded in our e-mail communications.
- 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 of this Website. Access to any Linked Site is at your own risk. HTNG may store information on a user’s computer in the form of a “cookie” or similar file for purposes of simplifying the login process, remembering user preferences, personalizing the Website experience, or to identify trends of aggregate user activity on the Website.
- 8. Data Transfer.** If you are visiting our Website or collaboration tools from outside the United States, please be aware that your information may be transferred to, stored, and processed in the United States, and you consent to this. The data protection and other laws of the United States might not be as comprehensive as those in your country, but HTNG does take steps to ensure that your privacy is protected. By using our services, you understand that your information may be transferred to our facilities, to those of our web hosting providers, data processors, and to merchant processors we use for payment processing. This Website is not intended for distribution to, or use by, any person or entity in any place where such distribution or use would be contrary to local law or regulation.
- 9. Export Control.** Software and other materials may be subject to United States export control laws, which prohibit the export of some technical data and software to certain territories or persons. No software from this Website may be downloaded or exported into, or to a national or resident of any place to which the United States has embargoed goods as that list may change from time to time, or to anyone on the United States Treasury Department’s list of Specially Designated Nationals or the US Commerce Department’s Table of Deny Orders. By downloading or using any software from this Website, 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 such list.

## **10. LIABILITY DISCLAIMER**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ON THIS WEBSITE MAY INCLUDE INACCURACIES OR ERRORS. HTNG DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ALL LIABILITY FOR, ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE PRODUCTS AND SERVICES DISCUSSED ON THIS WEBSITE.

HTNG MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES (COLLECTIVELY, "ITEMS") CONTAINED ON THIS WEBSITE FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING OF ANY ITEMS ON THIS WEBSITE DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH ITEMS BY HTNG. ALL SUCH ITEMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HTNG HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE ITEMS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

IN NO EVENT SHALL HTNG, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THIS WEBSITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS WEBSITE WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF HTNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME LAWS OR JURISDICTIONS DO NOT ALLOW CERTAIN DISCLAIMERS AND/OR THE LIMITATION OR EXCLUSION OF LIABILITY, SO SOME OR ALL OF THESE LIMITS OR DISCLAIMERS MAY NOT APPLY TO YOU.

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.

Any rights not expressly granted herein or otherwise in writing are reserved.