

Privacy Policy

Summit Hospitality Group (“Summit Hospitality”) is committed to safeguarding your privacy while visiting Summit Hospitality’s website (the “Site”). Our goal is to provide you with an Internet experience that delivers the information, resources, and services that are most relevant to you. To achieve this goal, part of the operation of the Site includes the gathering of certain types of information about Site users. Because we understand that your privacy is important, we wish to explain the types of information we gather and the way in which we use it. The following privacy policy applies to the Site.

This Privacy Policy (“Privacy Policy”) covers two types of information gathered at the Site, personal and aggregated. The term "personal information" refers to data you voluntarily provide in connection with use of the Site that identifies you and/or the company on whose behalf you are accessing and using the Site. Personal information includes, e.g., data submitted in connection with our services, such as your name, email address, phone number, company affiliation, physical address, and/or certain other personal information. The term "aggregated data" refers to general information regarding visitors and users of the Site that relates to use of the Site, e.g., traffic patterns, number of visits to certain pages, visits from other websites or to third-party websites linked to the Site, use of particular services and interest in services, information, or features of the Site or other parties made available through or found at the Site.

What information is collected about you? How do we use it? We take care to ensure that the personal information we obtain from you is not used in a way that you may be unaware of or not agreeable to. When we need to collect personal information from you, we will ask you to voluntarily supply us with the information we need. For example, if you submit an information request about our company, participate in one of our promotions, subscribe to our email or postal mail lists, or request a reservation at a Summit Hospitality managed hotel, we may ask for information such as your name, postal address, credit card number, and email address. In the event you opt to provide us with this information, we will only use it for the purpose specified by you at the bottom of the information gathering form or as otherwise indicated in our communication with you. In deciding whether or not to join such lists, please note that they are only used for Summit Hospitality’s purposes or in joint promotions with a partner. We do not sell, rent, or share any of your personal information with any other party including any third-party joint promoters, nor use it for unapproved commercial purposes.

Changing Personally Identifiable Information

If a person who has opted in to receive communications from Summit Hospitality needs to change their information (i.e., change of mailing address, change of e-mail address, etc.), they will be able to edit their personal information by sending an e-mail to tosbenton@shgltd.com or clicking “Contact Us” at the bottom of the Site.

Permission for Use

We may collect and use personal information that you submit on the Site in any manner that is consistent with uses stated in this Privacy Policy or disclosed elsewhere on the Site at the point you submit such personal information. At the time you submit personal information or make a request, the intended use of the information you submit will be apparent in the context in which you submit it and/or because the Site states the intended purpose. By submitting personal information on the Site, you are giving your consent and permission for any use that is consistent with uses stated in this Privacy Policy or disclosed elsewhere on the Site at the point you submit such personal information, and such consent will be presumed by Summit Hospitality. Please do not request any such communications on behalf of an individual or company if you are not authorized to make the request.

Withdrawing Consent to Use

If, after permitting use of your personal information, you later decide that you no longer want Summit Hospitality to include you on its mailing list or otherwise contact you or use your personal information in the manner disclosed in this Privacy Policy or at the Site, simply tell us by sending an email to sbenton@shgltd.com to unsubscribe. All e-mails distributed to our lists will contain easy, online access to unsubscribe. You may request to be removed from our lists at any time.

Use of Aggregated Data

We are interested in improving the Site and may develop and offer new features and services. We monitor aggregated data regarding use of the Site for marketing purposes and to study, improve, and promote use of the Site. In connection with such purposes, we may share anonymous, aggregated data with third parties in a manner that does not reveal personal information about individual Site users in any way or in any way that identifies who they are or how to contact them.

Exceptions to the Privacy Policy

Summit Hospitality has two exceptions to these limits on use of personal information:

(1) We may monitor and, when we believe in good faith that disclosure is required, disclose information to protect the security, property, assets, and/or rights of Summit Hospitality from

unauthorized use, or misuse, of the Site or anything found at the Site. (2) We may disclose information when required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process

Use of Cookies

To enable features at the Site, Summit Hospitality may assign one or more "cookies" to your Internet browser. Cookies, among other things, speed navigation through our Site, keep track of information so that you do not have to re-enter it each time you visit our Site, and may provide you with customized content. A cookie is an Internet mechanism composed of a small text file containing a unique identification number that permits a web server to send small pieces of information or text by means of your browser and place them on your computer's hard drive for storage. This text lets the web server know if you have previously visited the web page. Cookies by themselves cannot be used to find out the identity of any user.

We use cookies to collect and maintain aggregated data (such as the number of visitors) to help us see which areas are most popular with our users and improve and update the content on our site. While in the process of browsing our site, you also provide us with information that doesn't reveal your personal identity—what type of destination you're exploring, for example. We use this aggregated data only as explained in this Privacy Policy. We do not connect aggregated data to any name, address, or other identifying information.

You may occasionally receive cookies from unaffiliated companies or organizations, to the extent that they place advertising on our Site or are linked to the Site. These third-party cookies may collect information about you when you "click" on their advertising or content or link. This practice is standard in the Internet industry. Because of the way in which the Internet operates, we cannot control collection of this information by these third parties, and these cookies are not subject to this Privacy Policy.

You may set your browser to block cookies (consult the instructions for your particular browser on how to do this), although doing so will adversely affect your ability to perform certain transactions, use certain functionality, and access certain content on the Site.

Children's Privacy + Parental Consent

Summit Hospitality has not designed this Site for, and does not intend for it to be used by, anyone

under age 18. Accordingly, this Site should not be used by anyone under age 18. Summit Hospitality specifically requests that persons under the age of 18 not use this Site or submit or post information to the Site. If a person under the age of 18 provides us with his/her data without parental or guardian consent, we encourage the parent or guardian to contact us to have the personal information removed and to unsubscribe the minor from any lists to which he/she may have subscribed.

Links Provided To Third Party Sites

Summit Hospitality may provide links to a number of other websites that we believe might offer you useful information and services. However, those sites may not follow the same privacy policies as Summit Hospitality. Therefore, we are not liable or responsible for the privacy policies or the actions of any third parties, including, without limitation, any website owners whose sites may be reached through this Site, nor can we control the activities of those websites. We urge you to contact the relevant parties controlling these sites or access their online policies for the relevant information about their data collection practices before submitting any personal information or other sensitive data.

Additionally, Summit Hospitality does not have control over the quality, safety, or legality of the items advertised, the truth or accuracy of the listings, the ability of suppliers to sell items, or the ability of buyers to buy items. For these reasons, Summit Hospitality and its affiliates cannot ensure that a buyer or supplier will actually complete a transaction. Summit Hospitality will not be a party to any transactions between you and such third parties and any correspondence concerning such transactions should be conducted between you and the third party.

E-mail Communication?

Email communication to and from our site is not secure unless clearly noted otherwise. This is a risk inherent in the use of email. Please be aware of this when requesting information or sending forms to us by email. When working with our internal database created from online opt-in activity on the Site, we employ industry-standard encryption technologies to help protect consumer data.

Your Consent To This Privacy Policy

Use of the Site signifies your consent and acceptance, as well as the consent and acceptance of the company for whom you use the Site and whose information you submit (if any), to this online

Privacy Policy, including the collection and use of information by us, as described in this Privacy Policy, and also signifies agreement to the terms of use for the Site.

Policy Modifications + Contacting Summit Hospitality

Summit Hospitality reserves the right to change this Privacy Policy at any time. The revised Privacy Policy will be displayed on this Site. Changes will always be prospective, not retroactive. If you have questions about our policies, please contact:

Summit Hospitality Group

Terms of Use

Acceptance of Terms: Please read the following Terms of Use ("Agreement") carefully before using Summit Hospitality Group's ("Summit Hospitality") website (the "Site") as it contains terms and conditions that apply to all users of the Site.

BY USING THIS SITE, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE BOUND BY THEM WITHOUT MODIFICATION. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, PLEASE CEASE USE OF THE SITE AND LEAVE THE SITE IMMEDIATELY.

Definitions Applying to this Agreement: "You," "your," the "user," or "users" include you and, if applicable, your parent, affiliate, subsidiary and related companies, and the officers, directors, employees, agents, representatives, personnel, independent contractors, consultants, subcontractors, licensors, and other third-party providers of yours and theirs. "Summit Hospitality" and "Owner" mean Summit Hospitality Group Group Limited Partnership and its parent, affiliates, subsidiaries, and related companies. "Site" means the Internet website known by the universal resource locators ("URLs") and domain names: <http://www.dunhillGroup.com>, or any other URLs or domain names of Summit Hospitality, and all pages, sections, areas, and parts of it and "Information" (as defined herein) displayed, presented, or found at or through it. "Information" means and includes: (1) all text, content, data, information, video, audio, images, messages, advertising, marketing, promotional, and other materials and items that are published, provided, presented, found, offered, described, and/or made available at or through the Site, regardless of whether Summit Hospitality or a third party is the

original author of, or is responsible for, the information; and (2) all pages, areas, and parts thereof that are accessible and made available to the user. The term "Information" also includes "Trademarks" (as defined herein). "Documents" means materials and documents of third parties submitted by Summit Hospitality and published or found at or through the Site. "Information" (as defined herein) also includes "Documents."

Ownership of the Site + Information: This Site is owned and operated by Summit Hospitality. This Site contains and references Trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes, and other proprietary rights of Summit Hospitality and/or other parties. No license or right to or in any such Trademarks, patents, trade secrets, technologies, products, processes, and other proprietary rights of Summit Hospitality and/or other parties is granted to or conferred upon you. No material from the Site may be copied, reproduced, uploaded, posted, transmitted, or distributed in any way. The use of any material from the Site on any other Internet, Intranet, web or other site or computer environment is prohibited. You may not utilize framing techniques to frame any Summit Hospitality trademark, logo, or other proprietary information (including images, text, page layout, or forms). You may not use any meta tags or any other "hidden text" utilizing our name, Trademarks, or other proprietary information.

All logos, page headers, custom graphics, images, buttons, graphics, icons, symbols, trade names, trademarks, service marks, and other names, descriptions, brands and marks, whether registered or not (collectively, "Trademarks"), found at the Site or in the Information or Documents are owned by Summit Hospitality or other parties. Any reproduction or use of any of the contents of the Trademarks without the prior express written consent of Summit Hospitality or the respective owner of the Trademarks is expressly prohibited.

In addition, the hardware and software components, electronically stored databases, and individual items within those databases that operate the Site and are used to make Information available at the Site also belong to Summit Hospitality and, in some cases third-party providers, and also represent the proprietary property of Summit Hospitality or its third-party providers. In the event you download software from the Site, the software, including any files or images, incorporated in or generated by the software, and data accompanying the software (collectively, the "Software"), are licensed to you by Summit Hospitality or third-party licensors for your use in connection with the

Site only. You may not install or use any Software that is accompanied by or includes an end-user license agreement unless you first agree to the terms and conditions of such license agreements.

No Rights to Summit Hospitality or Third Party Provider Property: Neither Summit Hospitality nor its third-party providers are granting or transferring to you or any other person or entity, by virtue of access or use of this Site, any title or any ownership rights or interests in any Information or Documents found at the Site or accessed or used through it, including without limitation the Trademarks, Software, copyrights, or any other proprietary right or asset belonging to Summit Hospitality or a third-party provider.

Linking: Unless you obtain prior authorization under a written agreement with Summit Hospitality, you may not create or establish any link between your own website or that of a third-party site and the Site.

Limited Rights to Use the Site: This Site is available for use only to individuals who can form legally binding contracts under applicable law, and thus is not available to minors. By using this Site, you represent that you are of sufficient legal age to use this Site and to create binding legal obligations for any liability you may incur as a result of the use of this Site.

Subject to the terms and conditions of this Agreement, you may use this Site for your personal use only. Commercial uses of this Site are strictly prohibited. You may view, display, download into the memory of your own personal computer, and make one printed copy of the Information found on the pages of this Site, provided, however, (1) that you do so only for purposes of receiving, accessing, analyzing, and using the Information made available at the Site in accordance with the terms and conditions hereof, for your personal, non-commercial use only and not for public display, performance, sale, or rental; and (2) that you do not remove, alter, change, obscure, or delete any copyright, Trademark, or other proprietary notice or legal notices in or on any portions of the Site. No rights are granted to you except those expressly stated in this Agreement.

Registration/Passwords/Site Security: If, at any time, Summit Hospitality requires registration in order for you to access or use any areas or Information at this Site, you agree to: (a) provide true, complete, accurate, and current data, as requested in the registration process (the "Registration Data"); (b) maintain and update the Registration Data promptly as required herein; (c) prevent unauthorized access or use by you or others by use of your user identification number and/or

passwords; (d) report any unauthorized use or disclosure of your password or other breach of Site security; and (e) not assign or transfer (or attempt to do the same) any rights granted to you under this Agreement. Summit Hospitality reserves the right to suspend, and/or to refuse any further, access or use of the Site or Information if Summit Hospitality learns or reasonably suspects that your Registration Data is false or inaccurate, if you refuse to provide complete and updated registration information, or if you misuse or permit another to use your password who is not authorized to do so.

Monitoring: You acknowledge and agree that Summit Hospitality has no obligation, but reserves the right to monitor the Site, and may do so from time to time, for operational, compliance, or other purposes. During monitoring, all user information may be examined, recorded, copied, and used for authorized purposes in accordance with the terms of this Agreement and Summit Hospitality's Privacy Policy. Summit Hospitality, in its sole discretion at any time and without further notice to you, may: (1) review, censor, prohibit the transmission or receipt of, refuse to post, and/or remove any information or materials, in whole or in part, which Summit Hospitality, in its sole discretion, deems to be inappropriate or objectionable (such as the prohibited information described in the Section below entitled "Restrictions, Limitations, and Conditions Applicable to Your Use of this Site") or as violating any term or condition of this Agreement; and/or (2) disclose any information Summit Hospitality deems necessary or desirable to satisfy any law, regulation, or governmental request. Your use of the Site constitutes your consent to such monitoring and use and handling of information in conjunction with monitoring as is described herein.

Use of Third Party Suppliers: In order to offer the services related to this Site and fulfill reservations or orders users place on this Site, Summit Hospitality may use third-party suppliers. You acknowledge and agree that such third-party suppliers are independent contractors and not agents or employees of Summit Hospitality. Your credit card statements for products or services purchased on the Site may refer to such third-party suppliers or their respective fulfillment vendors, rather than to Summit Hospitality.

YOU AGREE THAT SUMMIT HOSPITALITY IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES, OR NEGLIGENCE OF ANY SUCH THIRD PARTY SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM THE USE OF SUCH SUPPLIERS. SUMMIT HOSPITALITY HAS NO LIABILITY AND WILL NOT MAKE

REFUNDS FOR ANY DELAY, CANCELLATION, OVERBOOKING, OR OTHER CAUSES BEYOND THE DUNHILL'S DIRECT CONTROL, AND SUMMIT HOSPITALITY HAS NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSES RESULTING THEREFROM.

Restrictions, Limitations, and Conditions Applicable to Your Use of this Site: As a condition of your rights to access or use this Site, you must use the Site and all Documents and Information found at the Site for lawful purposes only and only as expressly permitted in this Agreement. As a condition of your access and usage rights to the Site and Information, you agree to not do any of the following, in any manner whatsoever, alone or through any other person or entity, and your compliance is something that Summit Hospitality, in its sole and absolute discretion, shall determine

Copy, reproduce, store, resell, rent, lease, grant a security interest or transfer a right in, sublicense, distribute, redistribute, broadcast, transfer, publicly display, publish, adapt, modify, translate, create derivative works from, time-share, de-compile, reverse-engineer, reverse-compile, export any information or technology from, or allow any access to or use of the Site or of any part thereof except as expressly authorized in this Agreement; restrict or inhibit any authorized users from accessing or using the Site, Information or Documents; transmit to or introduce at the Site any viruses or harmful software, program, code, utility, material, routine, or thing intended to damage, interfere with, disrupt, intercept, or expropriate the Site, the Information at the Site, or any other system, program, network, website, data, information, or activities associated with those items ("Viruses"), or otherwise implement or engage in online activities, attacks, or actions in a manner that involves, or with a purpose of creating, a disruptive, surreptitious, detrimental, or other harmful effect, including without limitation, by excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or by means of hacking, or denial of service events ("System Attacks"); Impersonate any person or entity or falsely state or otherwise misrepresent your professional or other identity or affiliation or that of anyone else, or provide false, inaccurate, or misleading information in connection with accessing or using the Site; or Use the Site for any purposes that are unlawful or illegal or that could give rise to civil or criminal liability or actions against Summit Hospitality, you, or any third party.

Use the Site, the Information, or the Documents for any unlawful or illegal purposes or post, submit, upload, email, or otherwise transmit any information, documents, materials or communications at, to,

or through the Site that would constitute a violation of, or engage in or encourage conduct that violates, any law, regulation, or legal requirement or any local, state, national, or international governmental entity.

Post, submit, upload, email, or otherwise transmit any content, material or other thing at, to, or through the Site that (1) is threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, indecent, harassing, derogatory, rude, abusive, offensive, hateful, or otherwise objectionable in any way (including, e.g., to anyone because of race, ethnicity, gender, national origin, age, etc.), or that may harm minors, or is unlawful in any similar or other way; (2) infringes or violates the rights of others, including, without limitation, copyright, trademark, trade secret or other intellectual property and proprietary rights, or privacy or publicity rights; or (3) has an advertising, marketing, promotional, or other business or commercial purpose.

RESPONSIBILITY AND LIABILITY FOR USE: YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT AND FOR ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT. YOU HEREBY INDEMNIFY, DEFEND, AND HOLD SUMMIT HOSPITALITY AND EACH OF OUR OWNERS, PARTNERS, SUBSIDIARIES, AFFILIATES, AND EACH OF SUCH PERSONS' OR ENTITIES' OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, SUBCONTRACTORS, GUESTS, RESIDENTS, VISITORS, LICENSEES, INVITEES, PERMITTEES, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL ALLEGATIONS, DEMANDS, CLAIMS, LIABILITIES, DAMAGES, FINES, PENALTIES, OR COSTS OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEY'S FEES) AND WHETHER BY REASON OF DEATH OF OR INJURY TO ANY PERSON OR LOSS OF OR DAMAGE TO ANY PROPERTY OR OTHERWISE ("CLAIMS") ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE SERVICES OR PRODUCTS PROVIDED TO YOU BY THE SITE, YOUR USE OF THE SITE AND ANY LINKED SITES (AS DEFINED BELOW), OR ANY RELATED ACT OR FAILURE TO ACT BY YOU, WHETHER OR NOT OCCASIONED OR CONTRIBUTED TO BY THE NEGLIGENCE OF SUMMIT HOSPITALITY OR ANY AGENT OR EMPLOYEE OF THE INDEMNIFIED PARTIES OR ANY OF THEM (EXCEPT AS AND TO THE EXTENT PROHIBITED BY APPLICABLE LAW) OR CLAIMS ARISING FROM YOUR ACCOUNT, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS RELATED TO INFRINGEMENT BY YOU OF THE INTELLECTUAL PROPERTY OR

PROPRIETARY RIGHTS OF ANY PERSON, INCLUDING, WITHOUT LIMITATION, COPYRIGHT, PATENT, TRADE SECRET, TRADEMARK, ARTIST RIGHTS, DROIT MORAL, PRIVACY, PUBLICITY, OR RIGHTS UNDER OTHER INTELLECTUAL PROPERTY LAWS. IN THE EVENT THAT ANY CLAIM IS MADE OR ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE INDEMNIFIED PARTIES, ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, ANY SUCH INDEMNIFIED PARTY MAY, WITH REASONABLE NOTICE TO YOU, REQUIRE YOU, AT YOUR EXPENSE, TO RESIST SUCH CLAIM OR TAKE OVER THE DEFENSE OF ANY SUCH ACTION OR PROCEEDING AND EMPLOY COUNSEL FOR SUCH PURPOSE, SUCH COUNSEL TO BE SUBJECT TO THE PRIOR WRITTEN APPROVAL OF SUCH INDEMNIFIED PARTY, WHICH APPROVAL SHALL BE DEEMED TO HAVE BEEN GIVEN HEREBY IN THE CASE OF COUNSEL ACTING FOR YOUR INSURANCE UNDERWRITERS ENGAGED IN SUCH RESISTANCE OR DEFENSE. YOU SHALL COOPERATE WITH US IN THE DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

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DISCLAIMER OF WARRANTIES: ALL INFORMATION AND OTHER MATERIALS, PRODUCTS, SERVICES, AND FEATURES ON THIS SITE ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS, LIMITATIONS, AND ERRORS AND WITHOUT ANY REPRESENTATION, WARRANTY, OR GUARANTY FROM SUMMIT HOSPITALITY WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED OR ARISING BY STATUTE OR LAW OR ARISING BY VIRTUE OF CUSTOM, TRADE OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION OR WARRANTY OF MERCHANTABILITY, TITLE OR NON-INFRINGEMENT, ALL OF WHICH SUMMIT HOSPITALITY HEREBY DISCLAIMS.

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Limitations of Liability: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SUMMIT HOSPITALITY, ITS AGENTS, REPRESENTATIVES, THIRD PARTY SUPPLIERS, OR LICENSORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR INJURY OR ANY DAMAGES, EITHER ACTUAL, DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) RESULTING FROM OR IN ANY WAY CONNECTED TO: (1) YOUR USE OF THIS SITE; (2) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS SITE FOR RESERVATIONS); OR (3) THE PERFORMANCE OR NON-PERFORMANCE BY SUMMIT HOSPITALITY OR ANY THIRD PARTY SUPPLIERS OF PRODUCTS OR SERVICES RELATED TO THIS SITE; EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY OF RECOVERY.

IN THE EVENT SUMMIT HOSPITALITY IS HELD LIABLE FOR ANY DAMAGES RELATED TO THIS SITE, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE LIMITED TO REIMBURSEMENT OF THE CHARGES FOR SERVICES OR PRODUCTS PAID BY YOU THAT WERE NOT PROVIDED TO YOU.

Access to the Site: You are solely responsible for providing, maintaining, supporting, operating, and paying for all equipment, operating systems, browsers, applications, and other hardware, software and system components, as well as telephone, cable, or data communications lines and connections, that are necessary to access and use the Site through the Internet. Summit Hospitality reserves the right to refuse assistance or to charge additional fees if you seek assistance from Summit Hospitality regarding use of your system or equipment or basic background computer or Internet-use information or any other matters not directly related to the operation of the Site.

Minors and the Children's Online Privacy Protection Act: The Site is not designed for anyone under age 18. If you have agreed to allow your minor child, or a child for whom you are legal guardian (a "Minor"), to register for any service at the Site, then you are acknowledging and agreeing that you shall be solely responsible for: (a) the online conduct of such Minor; (b) monitoring such Minor's access to and use of the Site and the Information at the Site; and (c) the consequences of any use of the Site by such Minor. If you do permit use of the Site by your minor child, please be advised that Summit Hospitality does not wish to receive, nor may you provide or allow your child to provide, any personally identifying information or data from or concerning a child under age 13. Summit Hospitality may use all personally identifying data submitted or collected at the Site, such as name, physical and email address, telephone or fax number, in any fashion that is consistent with its Privacy Policy. Therefore, before submitting or allowing your child under age 13 to submit any personally identifying information, you must first contact Summit Hospitality and provide express permission for the receipt and use of such information.

Privacy Policy: You hereby acknowledge having read, and accept and agree to all terms and conditions of Summit Hospitality's Privacy Policy, also found at the Site.

Termination: Your rights to use this Site shall terminate immediately upon your violation of any of the terms, conditions, or restrictions stated in this Agreement, without the necessity of Summit Hospitality's sending you notice or otherwise advising you of your loss of rights. Termination or

cancellation of this Agreement shall not affect any right or relief to which Summit Hospitality may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will terminate and revert to Summit Hospitality.

Attorney's Fees: In the event Summit Hospitality takes any action to enforce this Agreement, Summit Hospitality will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorney's fees and any cost of litigation, in addition to any other relief, at law or in equity, to which Summit Hospitality may be entitled.

Governing Law: This Agreement shall be governed by the laws of the state of North Carolina, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. To the extent allowed by applicable law, any claim, demand, or lawsuit ("Claim") arising from or relating to your access and use of the Site contemplated by this Agreement must be instituted within two (2) years from the date upon which such Claim arose or accrued. Further, any such Claim may only be brought in the state or federal courts located in Wake County, North Carolina. You agree to submit to the exclusive personal jurisdiction of such courts and hereby appoint the Secretary of State of North Carolina as your agent for service of process. If any provision of this Agreement is found to be unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision); and, as so reformed or modified, fully enforce this Agreement.

Entire Agreement; Changes to this Agreement: The terms of this Agreement, as posted at the Site, constitute the entire and exclusive agreement between you and Summit Hospitality regarding the Site and its use and supersede all other agreements, understandings, and communications regarding the subject matter of this Agreement, if any, both oral or written, whether made prior or subsequently to or contemporaneously with your use of the Site. Summit Hospitality retains the right to modify the terms or conditions of this Agreement at any time without notice or warning. You are bound to all changes Summit Hospitality may make to these terms and, therefore, should periodically revisit these terms and review them to make sure you comply with all changes. If at any time you cannot comply with any of the terms and conditions of this Agreement, then you should terminate and discontinue all access to and use of the Site.

Modifications to this Site: Summit Hospitality reserves the right to modify this Site at any time and, in its sole discretion, may make modifications to the Site, including, without limitation, with respect to the Information, advertising, links, products, services, and features found at the Site or acquired through it (of Summit Hospitality and/or third-party providers).

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Notice and Procedure for Copyright Infringement Claim: Pursuant to 17 U.S.C. Section 512, as amended by Title II of the Digital Millennium Copyright Act (the "Act"), Summit Hospitality reserves the right, but not the obligation, to terminate your license to use this Site if Summit Hospitality determines in its sole and absolute discretion that you are involved in any activity that may be infringing, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. Summit Hospitality accommodates and does not interfere with standard technical measures used by copyright owners to protect their

materials. In addition, pursuant to 17 U.S.C. Section 512(c), as amended, Summit Hospitality has implemented procedures for receiving written notification of claimed infringements and for processing such Claims in accordance with the Act. The designated agent of Summit Hospitality to receive notification of infringement is: Summit Hospitality Group, LTD., 3141 John Humphries Wynd, Suite 200, Raleigh, NC 27612

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right, should be sent to the designated agent listed above and must include the following information:

A. A physical or electronic signature of a person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed upon or (2) the person defamed.

B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Similarly, for other types of infringing materials, a list of such materials must be presented.

C. Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

D. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or email address.

E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law.

F. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon or on behalf of the person defamed.