

TERMS AND CONDITIONS FOR THE INN AT ST. JOHN'S

These general terms and conditions (“**Terms and Conditions**”) apply exclusively to The Inn at St. John’s (the “**Hotel**”). These Terms and Conditions govern your stay at the Hotel for accommodation, the use of the Hotel’s Golf Course and Fitness Facilities, as well as the use of the Hotel and its Chapel, facilities, ballrooms, restaurants, and for all services rendered by the Hotel to its Guests. The Hotel may request that a Guest sign a separate disclaimer form or other declaration for the specific service or activity you wish to use or join and may have additional terms and conditions for a specific service, activity, or event. Nothing in these Terms and Conditions shall serve to restrict any rights and remedies the Hotel may be entitled to, whether by law or equity.

DEFINITIONS

“**Hotel**”, “**we**” or “**our**” means the guest rooms, Chapel, Fitness Facilities, restaurants, Golf Course, function rooms, and other facilities located at The Inn at St. John’s, 44045 Five Mile Rd., Plymouth, Michigan 48170.

“**Chapel**” means the Chapel of Mary and Joseph, located at the Hotel.

“**Guest**”, “**Guests**”, “**you**”, “**your**”, and “**yours**” mean the group, groups, person, and/or persons visiting, using, and/or staying at the Hotel.

“**Fitness Facilities**” mean the pool, wet area, and/or fitness center located at the Hotel.

“**Golf Course**” means the golf course located at the Hotel, including the driving range, pro-shop, all associated and related areas, along with the golf carts and other Hotel facilities and equipment utilized in the operation of the Golf Course.

“**Contract**” means the event contract you sign with the Hotel for a group event at the Hotel.

GOLF COURSE AND GOLF OUTINGS

1. **Outings.** A deposit of \$500 is required to secure the Golf Course on a definite basis. A credit card guarantee is required on all golf outings. Final payment is due seven (7) business days prior to your outing. Payment must be made in the form of cash, certified check, cashier’s check or credit card. If the function requires an open bar, a bar estimate must be paid in advance. The balance must be paid, in full, upon completion of a function. Absolutely NO donated or outside food or beverages are to be distributed on the Golf Course. A list of players is due three (3) business days prior to your outing. A food menu must be submitted fourteen (14) business days prior to your outing. Plastic/paper products will be used for all Golf Course events. The Hotel will hold Golf Course space based on the number of expected golfers indicated on your Contract. You must notify us of a lower head count at least forty-five (45) days prior to your outing. At that time (45 days prior), your guaranteed number can only be decreased by 15% of your original number. If your final head count falls below this number, you will be charged for your contracted number

minus 15% of that original number. A final, guaranteed head count is due seven (7) business days prior to your outing. We will set 5% over the guaranteed number. If a guaranteed count is not given seven (7) business days prior, we will consider the projected attendance at time of booking as the guarantee.

2. **Damage to Golf Course.** Guests are responsible for any and all damage caused to the Hotel, its equipment, and related facilities, including, without limitation, the Golf Course and golf carts.
3. **Cancellation Policy.** Should it be necessary to cancel an event or reduce any or all of the functions listed on your Contract, the Hotel will suffer damages that would be uncertain and difficult to ascertain. Therefore, you hereby agree that the Hotel will be entitled to the following cancellation fees, as reasonable compensation and not as a penalty, as follows:

0-2 days prior to arrival date:	100% of all estimated revenue
3-7 days prior to arrival date:	90% of all estimated revenue
8-14 days prior to arrival date:	50% of all estimated revenue
15 days or more prior to arrival date:	25% of all estimated revenue

The estimated revenue is based on the estimated number of golfers multiplied by the golf greens fees set forth in your Contract, plus food and beverage costs for the event as outlined in the Contract. Taxes and service charges are not figured into the estimated revenue for the purpose of calculating the cancellation fee. Payment must accompany written notice of cancellation in order to constitute a valid exercise of the cancellation option at the agreed amount of damages.

OVERNIGHT ACCOMODATIONS FOR CORPORATE EVENTS

4. **Rooming List.** A rooming list must be completed and received by Hotel no later than fourteen (14) calendar days before any corporate event. After that date, the Hotel will release all unreserved rooms for general sale and request for reservations will then be accepted on a space and rate available basis only without any guaranty as to availability. All reservations made per your rooming list will automatically be guaranteed by you for late arrival. If Guests identified on the rooming list do not check-in on their scheduled arrival dates, as indicated by the most recent copy of the rooming list received by Hotel, their reservations will be automatically cancelled the subsequent day and reinstatement of such rooms will be accepted on a space and rate available basis only without any guaranty as to availability.
5. **Billing Arrangements.** The Hotel allows for the following corporate billing arrangements:
 - a) **Individuals Pay All Guest Room Charges.** Individual Guests shall be responsible for their own Hotel room, tax and incidental charges upon checkout. For individual Guest reservations, call 734-414-0600 and reference the event name. All individual Guest reservations must be made no later than the “cut-off date” set forth in your

Contract. All reservations must be guaranteed with a major credit card. Individual Guest reservations must be cancelled by 4:00 pm on the day prior to arrival to avoid a cancellation penalty.

- b) Group Master for Guest Rooms. The group will accept responsibility for Guest room, tax, incidentals, and all authorized service charges for all of its Guests. All other charges will be the responsibility of the individual Guest. A master account will be set up covering the group's charges. A deposit amount equal to one night's room and tax for each Guest room may be requested in advance. Direct billing requests will be reviewed in accordance with the Hotel's normal approval process. Should the Hotel determine, after establishing direct billing, that the group's credit status has changed, the Hotel will have the option at its sole discretion to require payment of all estimated master account charges no later than fourteen (14) calendar days before arrival. The group shall be responsible for and shall review all charges billed to the master group account to ensure accurate billing. Payment of direct billing to the master group account must be made within thirty (30) calendar days of receipt of a reconciled invoice from the Hotel. In the event any direct master group billing charges are disputed, all undisputed charges shall be paid within thirty (30) days. For all groups that have not established Direct Billing, the balance must be paid, in full, upon completion of the function by cash, certified check, cashier's check, or credit card.
 - c) Split Payment. Room and tax charges will be the responsibility of the group pursuant to Section 5(b) of these Terms and Conditions. All incidentals and other charges not authorized by the group shall be paid by the individual Guest upon checkout and the individual Guest agrees to provide a credit card upon check-in for any such expenses.
6. Guest Room Attrition. The Hotel is relying on, and you agree to provide, a minimum dollar amount of Guest room revenue and other non-room charges which shall be equal to the number of room nights set forth in your Contract. If you fall below this amount, you hereby agree to pay to the Hotel an amount equal to the difference between 80% of the minimum Guest room revenue set forth in your Contract and the actual Guest room revenue for your group. Such amount shall be subject to all applicable taxes. You hereby agree that the payment described above is a reasonable estimate of the Hotel's damages resulting from the non-use of the room block, that damages are otherwise uncertain and difficult to ascertain, and that the payment does not constitute a penalty.
7. Guest Room Cancellation. Should it be necessary to cancel an event or reduce any or all of the function(s) listed on your Contract, the Hotel will suffer damages that would be uncertain and difficult to ascertain. Therefore, you hereby agree that the Hotel will be entitled to the following cancellation fees, as reasonable compensation and not as a penalty, as follows:

0-14 days prior to arrival date:	100% of all estimated guest room revenue
15-30 days prior to arrival date:	75% of all estimated guest room revenue

31-90 days prior to arrival date:	50% of all estimated guest room revenue
91 days prior to arrival date:	25% of all estimated guest room revenue

The estimated guest revenue is based on the estimated number of Guests set forth in your Contract. Taxes and service charges are not figured into the estimated guest room revenue for the purpose of calculating the cancellation fee. Payment must accompany written notice of cancellation in order to constitute a valid exercise of the cancellation option at the agreed amount of damages.

OVERNIGHT ACCOMODATIONS FOR WEDDINGS

8. **Complimentary Room.** Each wedding party will receive one (1) complimentary Guest room (Executive Suite) for the night of their wedding reception. This one (1) night reservation will be made on your behalf once your Contract has been signed and received by the Hotel. You may upgrade this complimentary Executive Suite at the then prevailing rates applicable for the Ambassador Suite and the Presidential Suite. These rates are applicable for the night of the wedding reception only. For additional nights or for additional luxury suite reservations, the then prevailing applicable rates will apply. All room rates are quoted exclusive of applicable state and local taxes, currently 6% Sales Tax, as well as 4.5% Occupancy Tax. Reservations for the Ambassador Suite and Presidential Suite are non-refundable. To reserve additional nights or to reserve additional suites, please contact the Hotel reservations department to confirm pricing and availability.

9. **Individual Reservations and Cancellations.** All overnight accommodations will be made on an individual Guest basis and Guests shall be responsible for their own room, tax and incidental charges upon checkout. For individual Guest reservations, call 734-414-0600 and reference the name of the event. All reservations must be made no later thirty (30) days prior to the wedding. After this date, the Hotel will release all unreserved rooms for general sale and requests for reservations will then be accepted on a space and rate available basis only without any guaranty as to availability. All reservations must be guaranteed with a major credit card. All reservations must be cancelled by 4:00 pm on the day of arrival to avoid a cancellation fee, which shall be equal to one night's room and tax. Please reference the wedding party name at the time of booking for applicable group rates. Individual Guests may cancel their reservations by 4:00 pm on the scheduled day of arrival with no penalty. Cancellations made after 4:00 pm on the day of arrival will be charged one night's room and tax. Reservations for luxury suites (Ambassador and Presidential Suites) are guaranteed reservations and are non-refundable.

FUNCTION ROOM RENTAL FOR CORPORATE EVENTS AND WEDDINGS

10. **Event Room Rental.** Function rooms are assigned one (1) week prior to the function according to the guaranteed number of Guests. If there are fluctuations in the number of attendees, the Hotel reserves the right to reassign the function room. The Hotel also reserves the right to charge a set-up fee for banquet rooms. Once a function is contracted, if the expected number of attendee's decreases by 20% or more, the full room rental value and 80% of expected food and beverage revenue will be charged. The Hotel reserves the right to change scheduled function rooms due to an increase or decrease in the size of the

group, or due to an operational problem with the scheduled function room. Once contracted, there will be a \$200.00 reset charge for any request by the Guest to change a room set-up once the set-up is complete or if the request is made after 12:00 pm the day prior to the event start date. On the day of your function, a Banquet Manager will be assigned to your group to oversee all operational procedures. Consumption charges will be totaled upon completion of the event. Contracted times for use of banquet space cannot be increased or decreased without the approval of the Catering or Banquet Manager. All start and finish times, which are listed on your Contract, shall be adhered to.

11. **Room Restrictions**. You are not permitted to affix anything to the walls, floors, ceilings, mirrors, or pictures with nails, staples, tape, glue, or any substance unless you receive prior written approval from the Hotel. You will be charged for any damage. Fog machines are STRICTLY PROHIBITED.
12. **Hours**. All events must end no later than 1:00 am and all banquet rooms must be vacated by 1:30 am. The Hotel reserves the right to limit the noise volume in banquet rooms.
13. **Menu Tasting**. The Hotel will conduct three (3) menu tasting showcase events annually. The purpose of these events is to afford you the opportunity to see and taste the different menu options available to you for your wedding reception. Our preferred vendors will also be present at these tasting events to answer any questions you might have for them and to discuss options they have available to you. The menu tasting showcase event is complimentary for two (2) Guests. If you have additional Guests interested in attending the tasting showcase, a charge of \$75.00 per person will apply. If you are unable to attend one of the menu tasting events, a private menu tasting can be arranged by your Catering Manager. A charge of \$75.00 per person (exclusive of tax and service charges) will apply for all private menu tastings.
14. **Catering Guarantees**. It is a requirement that the Hotel is notified of the exact number of attendees by noon, three (3) business days prior to the function for corporate events, and fourteen (14) business days prior to the function for weddings and other social events. Once the final guarantee has been provided, no reductions in the guaranteed count will be accepted. The Hotel will provide seating and food for 5% above the designated guaranteed count, not to exceed twenty (20) Guests. An increase in guaranteed attendance will be accepted up to a minimum of seventy-two (72) hours prior to event and is subject to product availability. Any increase in attendance with less than seventy-two (72) hours' notice will result in a fee of 10% of the menu item price for the additional attendees. Menu prices are subject to change without notice until the later of when your final menu is chosen or ninety (90) days prior to your event. Facility charges will be based upon the guaranteed or actual number, whichever is greater. Food menu must be submitted fourteen (14) calendar days prior to reservation date for corporate events and thirty (30) calendar days prior for weddings and other social events. If a final guarantee is not given three (3) calendar days prior to the event date, we will charge the expected attendance at time of booking as the guarantee.

15. **Shipments.** The Hotel will gladly receive in-coming shipment of supplies necessary for any function. Shipments will be accepted no sooner than three (3) days prior to the function. Based on the size and scope of materials being shipped to the Hotel, storage fees may be applied. Out-going shipment of materials after a function is completed must be arranged by the person responsible for the materials within twenty-four (24) hours of the completion of your event, after which time any materials may be discarded.
16. **Gift Bags.** Alcoholic beverages are not permitted in gift bags in compliance with applicable Michigan Liquor Laws. Please refer to your Contract for gift bag and portage fees. Advance notice of at least ten (10) days is required so that we may schedule the appropriate number of staff members to deliver gift bags on the day of your event.
17. **Catering Deposits.** For all events, a deposit is required unless previously approved for direct billing. The deposit amount required will be set by your sales representative in your Contract. Payment must either be in the form of cash, certified check, cashier's check, or credit card. If the function requires an open bar, a bar estimate must be paid in advance. The balance must be paid, in full, upon completion of the function unless direct billing privileges have been approved by the Hotel's Credit Manager.
18. **Audiovisual Requirements.** The Hotel will be the sole contracted provider of audiovisual equipment. Any outside audiovisual equipment not supplied by the Hotel will result in a connection fee of \$500.00 per day for all events. The Director of Catering must approve any exceptions to this.
19. **Cancellation Policy for all Events Other Than Weddings.** Should it be necessary to cancel your event or reduce/cancel any or all of the function(s) listed on you Contract, the Hotel will suffer damages that would be uncertain and difficult to ascertain. Therefore, you hereby agree that the Hotel will be entitled to the following cancellation fees, as reasonable compensation and not as a penalty, as follows:
- | | |
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| 0-14 days prior to arrival date: | 100% of all estimated revenue based on the average meal price or Food and Beverage minimum, whichever is greater |
| 15-30 days prior to arrival date: | 75% of all estimated revenue based on the average meal price or Food and Beverage minimum, whichever is greater |
| 31-90 days prior to arrival date: | 50% of all estimated revenue based on the average meal price or Food and Beverage minimum, whichever is greater |
| 91 days or more prior to arrival date: | 25% of all estimated revenue based on the average meal price or Food and Beverage minimum, whichever is greater |

Deposits are non-refundable for all group events. The estimated revenue used to determine cancellation amounts is based on the estimated number of meal attendees multiplied by the average meal price as set forth in your Contract plus any room rental that applies. Taxes and service charges are not figured into the estimated revenue for the purpose of calculating the cancellation fee.

20. **Cancellation Policy for Wedding Events.** Should it be necessary to cancel a wedding event or reduce/cancel any or all of the function(s) listed on your Contract, the Hotel will suffer damages that would be uncertain and difficult to ascertain. Therefore, you hereby agree that the Hotel will be entitled to the following cancellation fees, as reasonable compensation and not as a penalty, as follows:

0-30 days prior to reception:	100% of all estimated revenue
31-180 days prior to reception:	50% of all estimated revenue
181 days or more prior to reception	25% of all estimated revenue

The estimated revenue used to determine cancellation amounts is based on the estimated number of meal attendees multiplied by the average meal price as set forth in your Contract.

All deposits for wedding receptions are nonrefundable. If your wedding ceremony is scheduled in the Chapel on Friday between 2:00 pm and 6:00 pm, Saturday at 2:00 pm, 4:00 pm or 6:00 pm and you cancel your reception at the Hotel, your ceremony time will be changed to one of the other non-restricted times (Friday at 12:00 pm, Saturday 10:00 am or 12:00 pm). If non-restricted times are not available or if the wedding couple does not want to change to a non-restricted time, a cancellation fee equal to the chapel rental fee will be charged.

MISCELLANEOUS

21. **Right to Entry.** We reserve the right to enter a Guest room and/or function room for any purpose and at any time, and in particular for the safety and security of Guests and Hotel property.
22. **Securing Valuables.** Guests are advised to place their valuables in the safety deposit box located at the Front Desk. The Hotel assumes no responsibility for loss of money, jewels or other valuables not left with our Front Desk. Room safes are provided for Guest convenience only and the Hotel assumes no responsibility for contents left in your room.
23. **Contactless Checkout.** The Hotel may offer check-outs without the need for the Guest to physically visit the Hotel's front desk ("**Contactless Checkout**"). Where a Guest wishes to take advantage of the Contactless Checkout, the Guest agrees for the Guest's credit card or other means of payment which are on the Hotel's file to be charged for all expenses incurred during the Guest's stay.
24. The Hotel reserves the right to expel any Guest or Guest activities, at any time, that are materially different than represented in the Contract and/or if the conduct of the Guest(s)

activity is rowdy, boisterous, offensive or inappropriate or that would otherwise interfere with the right of the quiet enjoyment of any other Hotel Guest.

25. All food and beverage served at the Hotel is to be provided by the Hotel. No food or beverage may be removed from the Hotel property. All alcoholic beverages must be purchased at the Hotel in accordance with the State of Michigan liquor laws. Any alcoholic beverages found not to be purchased from the Hotel will be confiscated and the Guest(s) may be asked to leave without refund.
26. All food, beverage, and rental items are subject to 6% state sales tax and 25% service charge. State sales tax may be added to other applicable items.
27. The Hotel reserves the right to refuse bar service to any Guest who appears to be intoxicated. All Guests must be at least 21 years old to consume alcohol and all Guests must produce valid identification prior to consuming alcohol. The Hotel reserves the right to refuse bar service to anyone without valid identification or who appears intoxicated. If anyone is found contributing alcohol to a minor or any other person who has been refused bar service, the Hotel reserves the right to immediately close the bar and taken any additional action permitted by law.
28. The Hotel is open to business functions, social gatherings and other groups and activities. The Hotel reserves the right to refuse bookings that are inconsistent with its Mission Statement (located at 44045 Five Mile Road, Plymouth, MI 48170) State and/or Federal law.
29. **Risk of Use.** Each Guest acknowledges and assumes the inherent risks associated with sport activities such as swimming, playing golf, strength training, stretching and other forms of physical activity. In using any service and/or facility of the Hotel, Guests are solely responsible for determining their own physical fitness, state of health, and for ensuring at all times a proper understanding of the use of the Hotel's facilities. Any Guest feeling unwell should immediately stop and refrain from any further physical activity and notify Hotel staff. By using any facility and/or service of the Hotel, you agree to waive, release and forever discharge the Hotel or any of its employees, agents, representatives, owners, and staff from any responsibility or liability for any loss, damage (including lost or damaged property) or any kind of physical injury that may arise directly or indirectly from using the Hotel's facilities and/or services.
30. **Promotional Considerations.** Any photography, filming or any use of or reference to any of our premises (including any part thereof) or brand name, including without limitation the name or logo of the Hotel, for any commercial, promotional or advertising purposes ("**Promotional Purposes**") is strictly subject to our prior review and written approval. Please seek pre-approval from the Hotel should you wish to engage in any Promotional Purposes.
31. **Indemnity, Duty to Defend, and Hold Harmless.** To the fullest extent permissible by applicable law, you hereby agree to defend (using counsel acceptable to the Hotel),

indemnify and hold harmless the Hotel, its employees, owners, representatives, agents, affiliates, or assigns against all claims, actions, damages (whether to person or property), threats, demands, expenses (including attorneys' fees), judgments, and liabilities arising out of or relating in any way to you and your Guests' use of the Hotel, Golf Course, Chapel, Fitness Facilities, or that may otherwise arise out of or relate in any way to the Contracts, accommodations, venues, equipment, facilities, and services which the Hotel may furnish to any Guest. Your obligations under this Section will apply regardless of whether said claims, actions, damages, threats, demands, expenses (including attorneys' fees), judgments, and liabilities arise in tort, negligence, contract, warranty, strict liability, or otherwise, except to the extent of Hotel's gross negligence or willful misconduct.

32. **Limitation of Liability.** To the fullest extent permissible by applicable law, in no event shall the Hotel or its employees, owners, representatives, agents, affiliates, or assigns be liable for any direct, incidental, actual, special, consequential, or punitive damages, including without limitation, damages from personal injury, loss of programming, loss of revenue or lost profits, lost or damaged property and data, failure to realize savings or other benefits or other commercial or economic loss, even if such damages are foreseeable or if you have been advised of the possibility of such damages.
33. **Force Majeure.** To the extent Hotel is unable to perform its obligations under any Contract due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by any governmental authority whether located in Michigan or elsewhere; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; or disease, epidemic, or pandemic (including the COVID-19 pandemic), (together, "**Force Majeure**"), regardless of whether said Force Majeure is currently ongoing, the Hotel at its sole discretion may terminate your Contract for any one or more of such reasons by written notice to you. In the event of a Force Majeure cancellation, the Hotel will not charge a cancellation fee.
34. **Attorneys' Fees.** In the event of litigation to interpret or enforce the Contract and/or these Terms and Conditions or any other agreement between Guest and the Hotel, the Hotel may recover its reasonable costs and attorney's fees from Guest.
35. **Governing Law.** The Contract and these Terms and Conditions shall be governed exclusively by and be construed in accordance with the applicable laws and regulations of the State of Michigan, without regard to its conflict of law rules.
36. **Forum Selection and Venue.** Guest hereby agrees that the State and Federal courts located in Wayne County, Michigan shall be the exclusive forum for resolving any and all suites, claims and disputes brought by Guest arising out of or otherwise relating to the Contract and/or these Terms and Conditions, and Guest hereby consents to the exclusive jurisdiction of these courts for such purposes.
37. **JURY TRIAL WAIVER.** **GUEST HEREBY AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER HIS/HER/THEIR CONTRACT**

AND THESE TERMS AND CONDITIONS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, HOTEL AND GUEST EACH IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE CONTRACT, THESE TERMS AND CONDITIONS OR THE TRANSACTIONS CONTEMPLATED THEREIN.

38. **Notice of Changes.** Hotel reserves the right to change, limit, modify or cancel these Terms and Conditions. Any changes made to these Terms and Conditions will take effect immediately unless otherwise stated. All published changes will be binding on all Guests.
39. **Class Action Waiver.** You agree that you will not file a class action against the Hotel or participate in a class action lawsuit filed against the Hotel.
40. **Severability.** The invalidity or unenforceability of any provision of the Contract and these Terms and Conditions shall not affect the validity or enforceability of any other provision of the Contract and these Terms and Conditions.
41. **Waiver.** No part of the Contract and these Terms and Conditions, or any provision, is waived unless the waiver is written and signed by the party making the waiver, or the Contract and these Terms and Conditions expressly provides for such waiver without such waiver being written and signed by the party making the waiver. No valid waiver of any provision of the Contract and these Terms and Conditions waives any other provision of the Contract and these Terms and Conditions or waives such provision at any other time.
42. **Section Headings.** The section headings in the Contract and these Terms and Conditions are for convenience only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the Hotel or the Guests.

Last modified: August 3, 2021

INTRODUCTION

The Inn at St. John's ("Company", "Us", "We", or "Our") respects your privacy and is committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide when you visit the website www.theinnatstjohns.com (our "Website") and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On this Website.
- In email, text, and other electronic messages between you and this Website.
- When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy.
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It does not apply to information collected by:

- us offline or through any other means, including on any other website operated by Company or any third party (including our affiliates and subsidiaries); or
- any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. This policy may change from time to time (see Changes to Our Privacy Policy).

CHILDREN UNDER THE AGE OF 18

Our Website is not intended for children under 18 years of age. We do not intend to or knowingly collect information from individuals under the age of 18. If you are under 18, do not provide any information on this Website or on or through any of its features/register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 18, please contact us using the information at the bottom of this page.

INFORMATION WE COLLECT ABOUT YOU AND HOW WE COLLECT IT

We collect several types of information from and about users of our Website, including information:

- By which you may be personally identified, including, but not limited to, first and last name, postal address, e-mail address, telephone number, some cookie and usage data, any other identifier by which you may be contacted online or offline ("**personal information**");
- That is about you but individually does not identify you, such as the content you chose to view, account preferences, information voluntarily submitted when registering for an account; and/or
- About your internet connection, the equipment you use to access our Website and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, browser types, browser version, unique device identifiers, and diagnostic data.
- From third parties such as our business partners, if such third-party partners have previously received your consent to do so.

INFORMATION YOU PROVIDE TO US

The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, subscribing to our service, posting material, or requesting further services. We may also ask you for information when you enter a promotion sponsored by us, and when you report a problem with our Website or making a suggestion about our Website.
- Records and copies of your correspondence (including email addresses), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Details of transactions you carry out through our Website and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Website.
- Your search queries on the Website.

You always have the option not to provide the information we request. If you choose not to provide the information we request, you can still visit most of the Website, but you may be unable to access certain options or other services.

TRACKING COOKIES DATA

As you navigate through and interact with our Website, we may use automatic data collection technologies, such as cookies and similar tracking technologies, to collect and hold certain information. It helps us to improve our Website and to deliver a better and more personalized service, including enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Website.
- Safeguard against malware and spam.
- Administer the Website.
- Gather demographic information about our user base as a whole.
- Remember your preferences and voluntarily submitted information
- Perform location related functionalities and analytics

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- **Flash Cookies.** Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies.
- For more information about cookies and how to manage and/or remove them through your browser settings, please visit <http://www.allaboutcookies.org/>. We encourage you to consider keeping your cookies enabled, as if you choose to disable the receipt of cookies from our Website, you may not be able to use or benefit from certain features of the Website, particularly the features that are designed to personalize your experience. Most web browsers automatically accept cookies, but generally allow users to modify their browser settings to display a warning before accepting a cookie, to accept cookies only from certain websites, and/or to refuse all cookies.
- **Web Beacons.** Pages of the Website (and our e-mails) may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or (opened an email) and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

HOW WE USE YOUR INFORMATION

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any purpose for which you provide it.
- To provide customer support.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Website or any products or services we offer or provide through it.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We respect the privacy of our users and will not disclose or distribute our user list to any third party, nor will we permit anyone else to do so. However, we may use your information to contact you about our own and third-parties' goods and services that may be of interest to you with your permission. If you do not want us to use your information in this way, please use the Opt Out link on the bottom of any page on our Website or the link in the email you may have received.

RETENTION OF DATA

We will retain your Personal Data only for as long as necessary for the purposes set out in this privacy policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our legal agreement policies. We will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Website or we are legally obligated to retain this data for longer time periods.

TRANSFER OF DATA

Your information, including Personal Data, may be transferred to, and maintained on, computers located outside of the jurisdiction in which you reside and where the data protection laws may differ than those from your jurisdiction. If you are located outside of the United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to the United States and process it there.

DISCLOSURE OF YOUR INFORMATION

We may disclose aggregated information about our users and information that does not identify any individual, without restriction. We may disclose personal information that we collect or you provide as described in this privacy policy:

- To contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Hotel Investment Service, Inc.'s assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Hotel Investment Service, Inc. about our Website users is among the assets transferred. If such a transaction occurs, you will be notified as described below in “Changes to Our Privacy Policy”
- To third parties to market their products or services to you if you have consented to these disclosures.
- To fulfill the purpose for which you provide it. For example, if you give us an email address to use the "email a friend" feature of our Website, we will transmit the contents of that email and your email address to the recipients.
- For any other purpose disclosed by us when you provide the information.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply any binding agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Hotel Investment Services, Inc., our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.
- As required by law, we may disclose your personal information if required to do so by law such as to comply with a subpoena or in the good faith belief that such action is necessary to conform to the edicts of the law, protect your safety or the safety of others, comply with a judicial proceeding, court order or legal process served on us or to protect and defend our rights or property.

DATA SECURITY

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Information will take place to an organization or court unless there are adequate controls in place including the security of your data and other personal information. Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

THIRD-PARTY WEBSITES

Our Website may contain links to other websites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise that you review the

privacy policy on every site you visit. We have no control, endorse, own, operate or otherwise have input over the content, language or policies of third-party websites and we assume no responsibility for the content, privacy policies, or practices of any third-party services.

YOUR CALIFORNIA PRIVACY RIGHTS

If you are a California resident, you may have certain rights with respect to your personal information including the following rights:

- The right to know, by way of our privacy notice and any specific inquiries you direct to us, where personal information we have about you comes from, what we use that information for, whether it is being disclosed or sold, and to whom it is being disclosed or sold;
- The right to “opt-out” of our sale of your personal information to any third parties, in the event we sell information;
- The right, with some exceptions, to have your personal information deleted from our possession or control; and
- The right to receive equal service and pricing from us even if you exercise any of your privacy rights.

California Civil Code Section 1798.83 permits users of our Website who are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. A California resident may also use an authorized agent to submit a right to access request or a request to delete. To make such a request, to learn more, or if you have any questions or concerns about your California privacy rights, please visit the Privacy Notice for California Residents. You may also contact us using the information below.

OTHER INDIVIDUAL RIGHTS

Some jurisdictions (state, federal, national and international), provide individuals with certain rights regarding their personal information. Examples of these laws, (without limitation) are: Canada (Personal Information Protection and Electronic Documents Act (“**PIPEDA**”), and the European Economic Area (General Data Protection Regulation (“**GDPR**”). To exercise any rights your jurisdiction may provide, contact us by using the information at the bottom of this section. Your rights will depend on the location in which you reside and what is personal information for which you have personal rights is also defined by applicable law. What is listed here are only examples, which are taken from PIPEDA and GDPR:

- Being informed about how we obtain and process your personal information;
- Viewing and obtaining a copy of the personal information we maintain about you;
- Amending or revising personal information we maintain about you;
- Having personal information we maintain about you erased or forgotten;
- Objecting to the use of your personal information for direct marketing;
- Restricting our use of the personal information we maintain about you;
- Transferring the personal information we maintain about you to another entity who will provide substantially similar services;

- Objecting to our use of personal information we maintain about you;
- Objecting to automated decision making based on your personal information;
- Objecting to automated profiling based on your personal information;
- Withdraw your previously provided consent (this right may only be available on a prospective basis); or
- Filing a complaint with us or the appropriate governmental entity.

We may require that you verify your identity before exercising your individual rights. In most circumstances, individual rights are not absolute and where applicable law permits, we may choose to limit or deny a request. If we limit or deny a request, we will provide an explanation in writing.

HOW TO CONTACT US TO EXERCISE YOUR INDIVIDUAL RIGHTS

To exercise any of your individual rights, contact us using the information at the bottom of this page.

DO NOT TRACK REQUESTS AND SIGNALS

Do not track signals and requests are sent from your browser to websites you visit indicating you do not want to be tracked or monitored. Most often, you need to affirmatively elect to turn on the do not track signals or requests. Websites are not required to accept these signals or requests, and many do not. Currently, we do not honor do not track signals or requests.

CHANGES TO OUR PRIVACY POLICY

It is our policy to post any changes we make to our Privacy Policy on this page [with a notice that the privacy policy has been updated on the Website home page]. If we make material changes to how we treat our users' personal information, we will notify you by email to the *primary* email address specified in your account and through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this Privacy Policy to check for any changes.

CONTACT INFORMATION

To ask questions or comment about this privacy policy and our privacy practices, contact us at:

Boutique Hotel Professionals LLC
Attn: Paul Wegert
44045 Five Mile Road
Plymouth, MI 48170
734-414-0600
info@bhpros.com