

INTELLECTUAL PROPERTY POLICY

Effective As Of August 18th, 2020

SECTION I.

This INTELLECTUAL PROPERTY POLICY ("IP POLICY") replaces, effective as of 12:00.01 AM, August 18th, 2020, any prior INTELLECTUAL PROPERTY POLICY of "Company" (as defined below) and constitutes a legally binding Agreement between User and Wholesale Hotels Group LLC. d/b/a Low-Tels.com (the "Company"). Please note that Wholesale Hotels Group LLCSM, WHotelsGroup.comSM, Low-TelsSM, and Low-Tels.comSM are Service Marks of the Company.

- 1. PRIOR TRANSACTIONS.** Notwithstanding the foregoing, any usage of, or transactions entered into by any person or entity with, Wholesale Hotels Group LLC, d/b/a Wholesale Hotels GroupSM, which operated the website www.WHotelsGroup.com (hereinafter "WHG") website at any time when the WHG website was operational are still bound by the TERMS AND CONDITIONS POLICY and OTHER POLICIES of the WHG website that were in place on the date of any transaction or transactions or any usage of the WHG website.
- 2.** Welcome to **Wholesale Hotels Group LLC. d/b/a Low-Tels.com ("the Company").** Both the www.Low-Tels.com f/k/a www.WHotelsGroup.com website (the "Site" as defined below) is comprised of various web pages operated by **Wholesale Hotels Group LLC. d/b/a Low-Tels.com** (the "Company" as defined below).
- 3. REMINDER OF YOUR AGREEMENTS UPON ENTERING OUR SITE AND CONTINUING TO USE IT AFTER YOUR INITIAL ENTRY INTO THE SITE.** Please remember that pursuant to SECTION IV(13), SECTION IV(18), SECTION IV(19) and SECTION IV(20) of our TERMS AND CONDITIONS POLICY, you have ALREADY agreed, in an unsworn statement under penalty of perjury, of your acceptance of this IP POLICY (it being a part of our OTHER POLICIES), as well as your electronic signature to this IP POLICY, and your acceptance of this electronic transaction. This specific clause in this IP Policy is superseded by the exact language of our TERMS AND CONDITIONS POLICY when it comes to the legal interpretation of this IP POLICY.
- 4. CONSIDERATION.** The Site is offered to you (as defined below) conditioned on your acceptance without modification of the terms, conditions, and notices contained herein in this IP POLICY and our "TERMS AND CONDITIONS POLICY". Your use of the Site constitutes your legally binding agreement to all the provisions in our TERMS AND CONDITIONS POLICY and our IP POLICY. Please read this IP POLICY carefully. For the good and adequate consideration of you being able to enter, view, browse, or use our Site, the adequacy, and sufficiency of which you hereby acknowledge, you agree as follows:

SECTION II. DEFINITIONS AND CERTAIN ADDITIONAL AGREEMENTS YOU MAKE TO US IN USING THIS SITE

- 1. DEFINITIONS:** The **DEFINITIONS** in **SECTION I, PARTS A, B, AND C** of our **TERMS AND CONDITIONS POLICY** have the meanings as set forth therein, unless the context of, or a new or different definition is contained within this IP POLICY. The word or

words for which such definition is provided in this IP POLICY shall apply regardless of whether such word or words are capitalized, or in all upper case, or in all lowercase letters, unless the context, or a specific SECTION, requires otherwise. If a term is defined in this IP POLICY (as defined below), such definition in this IP POLICY shall apply only to this IP POLICY; if a term is not defined in this IP POLICY but defined in this TERMS AND CONDITIONS POLICY, then the definition in the TERMS AND CONDITIONS POLICY shall apply to this IP POLICY unless the context requires otherwise. Further, additional definitions may be defined elsewhere in this IP POLICY and the foregoing provisions as to the applicability of definitions and the precedence of applicability of definitions defined elsewhere in this IP POLICY and our TERMS AND CONDITIONS POLICY shall also apply to such definitions set forth herein.

2. PURPOSE: For the purposes of these IP POLICIES, unless otherwise noted, all references to **Wholesale Hotels Group LLC. d/b/a Low-Tels.com** include www.Low-Tels.com and Company. The Site is a service for that person or persons seeking Cash-Back Hotel (as defined below) stays and other Services.

3. YOUR AGREEMENTS: By using the Site, you consent to all provisions described in this IP POLICY. In addition to provisions in SECTION I, PART A, PART B, and PART C of our TERMS AND CONDITIONS POLICY.

4. DEFINITIONS IN THIS IP POLICY: As set forth in this SECTION II(5) below, these definitions in PART C not only define certain terms or words but may also include within the language of some definitions, additional requirements, and terms and conditions that you agree to accept and will abide by, as part of this IP POLICY. Such additional requirements set forth within definitions, if any, are also a part of this IP POLICY, in addition to all other terms and conditions set forth in the IP POLICY. If you do not agree and accept this IP POLICY and all the information and promises that you make to us within this IP POLICY, you agree to, and **MUST**, immediately cease to, use this Site whether as a visitor, User, in order to Register, or to become a Member or to otherwise use this Site in any way.

5. DEFINITIONS:

- A. Unless otherwise set forth herein with specificity, the definitions set forth in our TERMS AND CONDITIONS POLICY apply to this IP POLICY. This IP POLICY applies not only to Intellectual Property (as defined below) but to Proprietary Information (as defined below) and the name of this INTELLECTUAL PROPERTY POLICY in no way limits the scope of the provisions as set forth herein.
- B. Any definitions set forth in this IP POLICY may not only define certain terms or words but may also include within the language of some definitions, additional requirements, and terms and conditions that you agree to accept and will abide by, as part of this IP POLICY. Such additional requirements set forth within these definitions, if any, are also a part of this IP POLICY, in addition to all other provisions set forth in the IP POLICY. If you do not agree and accept this IP POLICY and all the provisions herein, **you agree to, and MUST, immediately cease to, use this Site whether as a visitor, User, in order to Register, or to become a Member or to otherwise use this Site in any way.**

SECTION III.

- 1.** By entering our Site, you are deemed to have accepted, and signed this INTELLECTUAL PROPERTY POLICY, and have agreed to, and accepted, and signed, our PRIVACY POLICY, our TERMS AND CONDITIONS POLICY, and our DMCA POLICY, and any of our other terms and conditions relative to the access, use or viewing of this Site (collectively, "OUR POLICIES"). Please review ALL the aforementioned policies which are available on our Home Page.
- 2.** You are granted ONLY, a limited, non-exclusive, non-transferable, revocable at our sole discretion, and without prior notice, license (a) to access and use the Site and (b) to your password, strictly in accordance with our TERMS AND CONDITIONS POLICY AND ALL OTHER POLICIES. As a condition of your use of the Site, you represent and warrant to Company that you will not use the Site for any purpose that is unlawful or prohibited by this IP POLICY our TERMS AND CONDITIONS POLICY AND ALL OTHER POLICIES. This Site, and all content therein, unless a specific provision to the contrary has been made by this Company, is Copyrighted under the laws of the United States of America, with ALL RIGHTS RESERVED.
- 3.** All content included as part of the Site, such as text, graphics, logos, images, as well as the compilation and layout and format thereof, and any software used on the Site, including source code, is the property of Company or its suppliers and/or Service Providers and protected by copyright as set forth in Section III(2), above, and other laws that protect Intellectual Property and Proprietary Information as defined herein as well as by United States Federal Law, Treaties and applicable US State law(s). Intellectual Property includes, but is not limited to, copyrighted material, trademarks, service marks, and Registered Marks (the "Intellectual Property"). You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- 4.** You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Company content, Intellectual Property and Proprietary Information (herein and under United States Federal law and/or any political subdivision thereof) are not for resale. Your use of the Site does not entitle you to make any unauthorized use of any Intellectual Property or Proprietary Information, and in particular, you (a) will not delete or alter any proprietary rights or attribution notices in any content and (b) you will make no use, for any purpose, of our Proprietary Information, including, without limitation, the Service Providers that we use in order to provide you our Services, including Bookings and/or reservations or other information that is Confidential Information or a Trade Secret under the laws of the United States of America any political subdivision thereof (the "Proprietary Information") and as further set forth in our TERMS AND CONDITIONS POLICY. You will use the aforementioned Intellectual Property and Proprietary Information solely for your personal use of our Services and will make no other use of Intellectual Property and Proprietary Information without the express written permission of Company, and with regard to copyrighted material, or any other copyright owner if applicable. You agree that you do not acquire any ownership rights in Intellectual Property and/or Proprietary Information. We do not grant you any license, express or implied, to the Intellectual Property or to the Proprietary Information of Company or our licensors as set forth in herein in this IP POLICY and except as expressly authorized by this IP POLICY.
- 5.** In addition, you will not attempt, or actually perform any attempt, whether successful or not, by means of the functionality or capability of any browser or similar software, or any print

screen function, or software designed to enable a User to capture a screen image, or similar software, in order to copy, paste, print, edit, download or otherwise endeavor to save, make a pictorial or similar image of, or reproduce any portion of, the Site (the "Unauthorized Reproduction"). In addition, you will not attempt or perform any actions, whether successful or not, to circumvent any functionality of this Site which is designed to prevent a User from Unauthorized Reproduction.

6. Further, you may not modify any item listed under SECTION III(8) below in any way, including but not limited to; changing font type, size, punctuation or capitalization, or any other manipulation of any textual material protected under this IP Policy, or changing any item listed under SECTION III(8) below in any way, including but not limited to: changing any logo, graphic, photographic or like pictorial element (collectively the "ELEMENT") by adding to, and/or deleting from any such element, any letters, text or word(s) contained in such Element, changing of any color(s) of said Element, any changes of any nature in any text contained in such Element and/or changing the proportionality or size of any such Element, or any other manipulation of any text, or ELEMENT or other material protected under this IP Policy.

7. Changes to INTELLECTUAL PROPERTY and OTHER POLICIES. The Company reserves the right, in its sole discretion, without prior notice, to change this IP POLICY, under which the Site is offered, and any of OUR POLICIES. The most current version of the IP POLICY and OUR POLICIES will supersede all previous versions. Company encourages you to periodically review OUR POLICIES to stay informed of our updates. You may find links to the most current versions of OUR POLICIES on the Home Page of this Site. You are encouraged to frequently review OUR POLICIES for any changes. The Effective Date of this IP POLICY is at the top of this page, and the most current version supersedes all prior versions.

8. **TRADEMARKS, SERVICE MARKS, REGISTERED TRADEMARKS.** The following are trademark(s), service mark(s), trade name(s), or Registered trademarks (under the laws of the United States and any subdivision thereof), individually or collectively referred to as the "Trademarks", or a registered internet domain name, registered with an entity accredited to issue domain names:

- A. Wholesale Hotels GroupSM
- B. www.WHotelsGroup.com (a domain name)
- C. www.WHotelsGroup.comSM (a domain name)
- D. WHotelsGroupSM
- E. www.Low-Tels.com (a domain name)
- F. www.Low-Tels.comSM (a domain name)
- G. Low-Tels.comSM
- H. Low-Tels.com: The best hotel cash-back tool! SM
- I. Delivering the LOWest priced hoTELS direct to YOU! SM
- J. Where better deals are made for YOU! SM
- K. Any of the following ELEMENTS:

(i.)



(ii.)



SM

(iii.)



SM

9. No User Interest or Ownership:

User acknowledges that (1) Company owns the Trademarks and the internet domain name(s) as set forth above, and all goodwill associated with or symbolized thereby, (2) User has no ownership right in or to any of the Trademarks or internet domain name(s), and (3) User shall acquire no ownership interest or license in or to any of the Trademarks, or any other trademarks, service marks, trade names, and internet domain name(s) used by Company in this Site. User shall do nothing inconsistent with Company's ownership of the Trademarks, internet domain name(s), and related goodwill and agrees that User shall not use any of the Trademarks or internet domain names used by Company in any manner as a part of any business, corporate or trade name or otherwise.

10. If you DO NOT AGREE TO ABIDE BY, OR FULLY ACCEPT, and ELECTRONICALLY SIGN this IP POLICY, AND ALL OF OUR OTHER POLICIES, you MUST IMMEDIATELY EXIT THIS SITE.

11. This IP POLICY is governed by our TERMS AND CONDITIONS POLICY and to the extent, there is any conflict between this IP POLICY and our TERMS AND CONDITIONS POLICY, our TERMS AND CONDITIONS POLICY shall prevail.

12. UNSWORN DECLARATION UNDER PERJURY, ELECTRONIC SIGNATURE ACT AND UNIFORM ELECTRONIC TRANSACTION ACT: You are agreeing, pursuant to 28 U.S.C. § 1746, Unsworn declarations under perjury, and you agreeing pursuant, to 15 U.S.C. § 7001 et seq. (ES Act), and agreeing pursuant to Delaware's Uniform Electronic Transaction Act 72 Del. Laws, c. 457, § 1, indicating:

A. Your unconditional acceptance and agreement to abide by this TERMS AND CONDITIONS POLICY and all OTHER POLICIES, including this IP POLICY, and

B. That you are of MINIMUM AGE, and

C. You are submitting an unsworn declaration, certificate, and verification, in writing, that you accept and agree that you have read, or have had the opportunity to read this TERMS AND CONDITIONS POLICY, IP POLICY and all OTHER POLICIES, and that you agree to abide with said POLICES; that your continued use of this Site in any manner after your very first entrance into our Site constitutes that this, your unsworn declaration, certificate, and verification in writing is true and correct; that you accept and agree to SECTION III(13) below, and that your acceptance of this POLICY and all OTHER POLICIES subscribed by you, is true under penalty of perjury, and dated, in substantially the following form:

(i). If executed without the United States: “I declare and verify, under penalty of perjury under the laws of the United States of America that the foregoing is true and correct”. Executed on the date on which you, upon first entering our Site have read, or had the opportunity to read this POLICY and all OTHER POLICIES and that your continuation of the use of our Site is your, legal signature, for the purposes of this declaration and verification, or

(ii). If executed within the United States, its territories, possessions, or commonwealths: “I declare and verify, under penalty of perjury that the foregoing is true and correct”. Executed on the date on which you, upon first entering our Site have read, or had the opportunity to read this POLICY and all OTHER POLICIES and that your continuation of the use of our Site is your, binding, legal signature, for the purposes of this declaration and verification.

13. ES (OR ESIGN) ACT: You agree pursuant, to 15 U.S.C. § 7001 et seq. (ESIGN) and pursuant to Delaware’s Uniform Electronic Transaction Act 72 Del. Laws, c. 457, § 1, and 28 U.S. Code § 1746., Unsworn declarations under penalty of perjury, indicating, that you:

A. Intend, and if fact, do consent to this electronic transaction, and

B. That you and we intend to do business electronically, and

C. That you emailing or faxing us any notice of any nature, including but not limited to any DMCA Notice or DMCA Counter-Notice shall be, and act as, your electronic signature with regard to this electronic transaction, that your electronic signature is your binding, legal signature, and this transaction is effective as of the date upon which you email or fax any notice to Us and,

D. That you understand that you may withdraw your consent to an electronic transaction (but not your electronic signature) at any time by emailing notice of the same via our info@low-tels.com email address and that in doing so, your account will immediately be terminated with NO REFUND, and other than a DMCA Notice or Counter-Notice, a \$25.00 fee will be assessed for withdrawal of your consent.

E. That you may request an electronic copy of a transaction at no charge by time by emailing notice of the same via our info@low-tels.com email address putting “Request POLICY Acceptance” in the subject line of the email.

14. ADDITIONAL AGREEMENTS REGARDING YOUR ELECTRONIC SIGNATURE: You additionally agree to the following:

- A. By becoming a User on these Sites, you are signing this IP POLICY electronically, and
- B. You agree your Electronic Signature (your “ES”) is the legal equivalent of your manual signature on this IP POLICY, and
- C. By entering these Sites you agree your use of a keypad, mouse or another device to select an item, button, icon or similar behavior, or providing the Company any information, Voluntary Data Collection, entering a Username, password, phone number or any email address or addresses, sending any email, facsimile to the Company or entering into any transaction with us or any Service Provider, whether by direct entry by a keyboard, touchscreen or electronic dictation or like methodology, or in accessing viewing any part of any page of the Site, constitutes your ES of, and agreement to be legally bound by, this IP POLICY and all OTHER POLICIES, and
- D. That in making any transaction regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes your ES and you consent to be legally bound by this IP POLICY's terms and conditions just as if you had signed in writing your agreement to abide by this IP POLICY and all OTHER POLICIES.
- E. You also agree that no third-party verification or certification is necessary to validate your ES and that any absence or lack of such third-party verification or certification will not in any way affect the enforceability of your ES or the resulting contract between you and this Company each and every time, on the date and time, you supply your ES as set forth in SECTION III(14) A through D above.
- F. You will need a computer or like device capable of interacting with our Site, an internet connection, and an internet browser, to enter into this electronic transaction.
- G. You understand that you may withdraw or revoke your consent at any time by emailing notice of same via our info@low-tels.com email address and that in doing so, your account will immediately be terminated with NO REFUND, and a \$25.00 fee will be assessed for withdrawal or revocation of your consent.
- H. You may request an electronic copy at no charge by time by emailing notice of the same via our info@low-tels.com email address putting “Request IP POLICY” in the subject line of the email.

15. WITHDRAWING OR REVOKING ES AND/OR YOUR ELECTRONIC COMMUNICATIONS DELIVERY WITH US.

- A. Revocation of electronic delivery. You have the right to withdraw your consent to receive/obtain communications via the Company at any time. You likewise may revoke your ES.
- B. However, your withdrawal or revocation in SECTION III (15) above is effective ONLY as of the date and time we receive it and have had a commercially reasonable time to process such revocation or withdrawal. Further, your revocation or withdrawal DOES NOT RELIEVE YOU OF ANY OF YOUR PROMISES OR OBLIGATIONS TO US SET FORTH IN THIS IP POLICY OR ANY OTHER POLICY made prior to our receipt of same and a commercially reasonable period of time to process it. Further, you understand that the Company reserves the right to terminate your access to our Site if you

withdraw or revoke your ES with the Company and/or with the Company if you withdraw your consent to receive Electronic Communications. If you wish to withdraw your consent to receive Electronic Communications or ES, contact us at info@Low-Tels.com. If you send us any communications by ANY method or visit our Site, or act as a User or attempt to become a Member after you have sent us notice of withdrawal to receive Electronic Communications or revocation of ES, you are automatically again supplying us with your ES to this IP POLICY and all OTHER POLICIES as well as to receive Electronic Communications from us.

16. UPDATING CONTACT INFORMATION. You may update your contact information by updating your profile on the Site.

17. YOUR OBLIGATIONS REGARDING YOUR OPERATING SYSTEM, SOFTWARE AND HARDWARE, SOFTWARE, AND OPERATING SYSTEM. You are responsible for the installation, maintenance, and operation of your electronic devices (computer, smartphones, tablets, etc.), website browsers, internet access, and software. We are not responsible for errors or failures from any malfunction of your electronic devices, website browser, internet access, or software. The Company is also not responsible for computer viruses or related problems associated with your equipment, software, browsers, or the internet.

18. YOUR OBLIGATIONS REGARDING YOUR OPERATING SYSTEM, SOFTWARE AND HARDWARE, SOFTWARE, AND OPERATING SYSTEM. You are responsible for the installation, maintenance, and operation of your electronic devices (computer, smartphones, tablets, etc.), website browsers, internet access, and software. We are not responsible for errors or failures from any malfunction of your electronic devices, website browser, internet access, or software. The Company is also not responsible for computer viruses or related problems associated with your equipment, software, browsers, or the internet.

19. CHANGES TO THIS IP POLICY

Company reserves the right, at any time, and for any reason, in its sole discretion to change this IP POLICY. The Effective Date of the most recent version of this IP POLICY will always be displayed at the very beginning of this IP POLICY, and the IP POLICY shall be effective as of said date. Users are encouraged to frequently check this IP POLICY and all OTHER POLICIES of this Site.

20. COPYRIGHT OF CONTENTS OF THE POLICIES APPEARING IN THE LEGAL CORNER OF THIS WEBSITE. The TERMS AND CONDITIONS POLICY, PRIVACY POLICY, IP POLICY, and DMCA Policy, of this Site, are the property and Intellectual Property of, and copyrighted by **Wholesale Hotels Group LLC. d/b/a Low-Tels.com**.

21. NOTIFICATION OF CHANGES TO THIS POLICY OR ANY OTHER POLICY. Company shall, at its sole discretion, notify Members of any changes to this TERMS AND CONDITIONS POLICY or any OTHER POLICY by either, or both, (a) sending a notice that this POLICY or any OTHER POLICY has changed by sending an email to the email address we currently have on file for a Member at the time we send an email notifying Members of such changes or (b) placing a notice of such change(s) on our Home Page.

If we elect to send an email as a notice of the change to our TERMS AND CONDITIONS POLICY or ANY OTHER POLICY, each Member shall be deemed to have received, read and agreed to the change of the TERMS AND CONDITIONS POLICY or any OTHER POLICY as of the date and time at which we sent such email. We are not responsible if a Member did not receive, and/or open and/or agreed to any such changes, irrespective of any cause or reason the Member did not receive, and/or open, and/or read any such emailed notice of the change. If a Member continues to access and/or use our Site after we have sent an email with a notice of the change, the Member will be deemed to have accepted the POLICY or any OTHER POLICY as of the effective date noted in the changed policy.

If a person or entity is only a User and not a Member since we do not have an email address by which to notify you of any change in any policy, you are advised to read TERMS AND CONDITIONS POLICY and any OTHER POLICY anytime you access or use our Site and your access and/or use of our Site will be deemed as your agreement to any change in any policy since you last used or accessed our Site.

22. ENTIRE AGREEMENT. This POLICY constitutes the final agreement of the parties, including all OTHER POLICY. It is the complete and exclusive expression of the parties' agreement about the subject matter of this POLICY and all OTHER POLICY. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this POLICY are expressly merged into and superseded by this POLICY. The provisions of this POLICY may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this POLICY by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this POLICY and OTHER POLICY. Except as set forth expressly in this POLICY, there are no conditions precedent to this agreement's effectiveness.

23. HEADINGS. The descriptive headings of the sections and subsections of this POLICY are for convenience only and do not affect this POLICY's construction or interpretation.

24. NECESSARY ACTS; FURTHER ASSURANCES. Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this POLICY contemplates or to evidence or carry out the intent and purposes of this POLICY.