

PRIVACY POLICY

Effective as of August 23rd, 2020

Section I.

This PRIVACY POLICY ("PRIVACY POLICY") replaces, effective as of 12:00.01 AM, August 23rd, 2020, any prior PRIVACY 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(17), SECTION IV(18) and SECTION IV(19) of our TERMS AND CONDITIONS POLICY, you have ALREADY agreed, in an unsworn statement under penalty of perjury, of your acceptance of this PRIVACY POLICY (it being a part of our OTHER POLICIES), as well as your electronic signature to this PRIVACY POLICY, and your acceptance of this electronic transaction. This specific clause in this PRIVACY Policy is superseded by the exact language of our TERMS AND CONDITIONS POLICY when it comes to the legal interpretation of this PRIVACY POLICY.
- 4. DEFINITION OF "OTHER POLICY" OR "OTHER POLICIES" AS USED IN THIS PRIVACY POLICY.** As used in this PRIVACY POLICY, the terms "OTHER POLICY" or "OTHER POLICIES" shall Include our Terms and Conditions Policy, Intellectual Property Policy and DMCA Policy.
- 5. 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 PRIVACY 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 PRIVACY POLICY. Please read this PRIVACY 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 PRIVACY POLICY. The word or words for which such definition is provided in this PRIVACY 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 PRIVACY POLICY (as defined below), such definition in this PRIVACY POLICY shall apply only to this PRIVACY POLICY; if a term is not defined in this PRIVACY POLICY but defined in this TERMS AND CONDITIONS POLICY, then the definition in the TERMS AND CONDITIONS POLICY shall apply this PRIVACY POLICY unless the context requires otherwise. Further, additional definitions may be defined elsewhere in this PRIVACY POLICY and the foregoing provisions as to the applicability of definitions and the precedence of applicability of definitions defined elsewhere in this PRIVACY POLICY and our TERMS AND CONDITIONS POLICY shall also apply to such definitions set forth herein.

2. **PURPOSE:** For the purposes of these PRIVACY 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 PRIVACY 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 PRIVACY POLICY:** As set forth in this Section II(5) below, the definitions in Section II(5) below 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 PRIVACY POLICY. Such additional requirements set forth within definitions, if any, are also a part of this PRIVACY POLICY, in addition to all other terms and conditions set forth in the PRIVACY POLICY. If you do not agree and accept this PRIVACY POLICY and all the information and promises that you make to us within this PRIVACY 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 PRIVACY POLICY. This PRIVACY POLICY applies not only to your privacy 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 PRIVACY 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 PRIVACY POLICY. Such additional requirements set forth within these definitions, if any, are also a part of this PRIVACY POLICY, in addition to all other provisions set forth in the PRIVACY POLICY. If you do not agree and accept this PRIVACY 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. By entering our Site, you are deemed to have accepted, and signed this PRIVACY POLICY, and have agreed to, and accepted, and signed, our INTELLECTUAL PROPERTY 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 policies which are available on our Home Page.

Section IV. PERSONALLY IDENTIFIABLE INFORMATION.

1. For Members or Potential Members: The following are considered PERSONALLY IDENTIFIABLE INFORMATION:

- A. Your First and Last Name (Actual Name)
- B. Your Email Address that you provide to us.
- C. Your Phone Number (if you should ever supply one to us)
- D. Your Account Number
- E. The information you provide to us relative to your PayPal®, Venmo®, or Zelle® account for the purposes of making Cash-Back payments to you.

2. For Referring Accounts: The following are considered PERSONALLY IDENTIFIABLE INFORMATION:

- A. Your company or organization name
- B. The First and Last Name of any person supplied by you as a point of contact for us.
- C. Your Email Address
- D. Your Phone Number(s)
- E. Your street address but NOT your city, state, zip code or country
- F. Your account number
- G. Your site description (if any)
- H. Any other information in addition to Section IV(2)(A.-G. above that, by itself, could be commercially reasonably likely to identify your company or organization.

Section V. INFORMATION WHICH IS NOT PERSONALLY IDENTIFIABLE INFORMATION

1. For Members or Potential Members: The following are NOT considered PERSONALLY IDENTIFIABLE INFORMATION:

- A. Any Voluntary Data Collection as set forth in this PRIVACY POLICY and our TERMS AND CONDITIONS POLICY.
- B. Your Password; however, your password will be known only to you and Company unless you disclose your password to another which is PROHIBITED under our TERMS AND CONDITIONS POLICY.
- C. Any ELECTRONIC COMMUNICATIONS as set forth in **our TERMS AND CONDITIONS POLICY, or any information shared with a Service Provider as set forth in our TERMS AND CONDITIONS POLICY, except that if any of the items denominated in Section IV(1)(A.-E.) of this PRIVACY POLICY are included in such ELECTRONIC COMMUNICATION or with a Service Provider, then the items in Section IV(1)(A.-E.) of this PRIVACY POLICY are still considered Personally Identifiable Information.**
- D. Any information you supply to LINKS TO THIRD PARTY SITES/THIRD PARTY SERVICES as set forth in **our TERMS AND CONDITIONS POLICY.**
- E. Any information you supply in your USE OF ELECTRONIC COMMUNICATIONS as set forth in **our TERMS AND CONDITIONS POLICY.**

- F. Any information you supply in INTERACTION BETWEEN USERS as set forth in **our TERMS AND CONDITIONS POLICY**.
- G. Any information that we need to share with a Hotel.
- H. Any information as denominated in Section **III.(PART A.)(9.)(A.-E.)** and Section **III(PART A.)(11.)** of **our TERMS AND CONDITIONS POLICY**
- I. Any information supplied in requesting, approving or denying a Membership.
- J. Any information supplied to THIRD PARTY ACCOUNTS as set forth in **our TERMS AND CONDITIONS POLICY**.

2. For Referring Accounts: The following are **NOT** considered **PERSONALLY IDENTIFIABLE INFORMATION**:

- A. Your city, state, zip code or country
- B. Any Voluntary Data Collection as set forth in this PRIVACY POLICY and our TERMS AND CONDITIONS POLICY.
- C. Your password will be known only to you and Company unless you disclose your password to another which is PROHIBITED under our TERMS AND CONDITIONS POLICY.
- D. Any ELECTRONIC COMMUNICATIONS as set forth in **our TERMS AND CONDITIONS POLICY**, or any information shared with a Service Provider as set forth in our **TERMS AND CONDITIONS POLICY**, except that if any of the items denominated in **Section IV(1)(A.-E.)** of this PRIVACY POLICY are included in such ELECTRONIC COMMUNICATION or with a Service Provider, **then the items in Section IV(1)(A.-E.) of this PRIVACY POLICY are still considered Personally Identifiable Information**.
- E. Any information you supply to LINKS TO THIRD PARTY SITES/THIRD PARTY SERVICES as set forth in **our TERMS AND CONDITIONS POLICY**.
- F. Any information you supply in INTERACTION BETWEEN USERS as set forth in **our TERMS AND CONDITIONS POLICY**.
- G. Any information supplied to THIRD PARTY ACCOUNTS as set forth in **our TERMS AND CONDITIONS POLICY**.
- H. Any information supplied in requesting, approving or denying Affiliate status.

Section VI. INFORMATION GENERALLY

1. Use of Information, Generally

- A. Personally Identifiable Information will never be sold, rented, or leased to any third party, nor shall it be given, transferred Service Provider or any third party except as otherwise as set forth in Section VI.(2-3),this PRIVACY POLICY.
- B. Company may also collect anonymous demographic information, which is not unique to you, such as your city, state, and country, and Voluntary Data.
- C. We do NOT disclose any Personally Identifiable Information to any Referring Accounts. For HOTELS and BOOK DIRECT, where an Opt-In Members uses our Browser Extension or manually enters information, to make our Cash-Back functionality available, we may store and share with a Referring Account:
 - 1. Hotel's exact name
 - 2. Confirmation number of your reservation
 - 3. Date and Time of your Booking

4. First and Last names on the reservations
 5. The total amount you paid to the Participating Hotel
- D. We do not receive nor process payments from our Users of our Site for HOTELS, HOTELS DIRECT, FLIGHTS, ACTIVITIES AND/OR EVENTS; payments for these Services are made to our Service Providers who provide their Sites for such use by our Users. Payments to these Service Providers are subject to that Service Provider's Policy. E. We do not engage in any direct credit card/debit card or e-check transactions with Users who make Bookings for HOTELS, HOTELS DIRECT, FLIGHTS, ACTIVITIES AND/OR EVENTS . We do not handle nor store credit or debit card information or credit or debit card information you provided to PayPal®, Venmo®, or Zelle® UNDER ANY CIRCUMSTANCES. For Member's who have opted in for Cash-Back we store ONLY the information the Opt-In Member provides us directly for us to make an applicable Cash-Back payment to their PayPal®, Venmo®, or Zelle® account.
- E. Information about your computer hardware and software may be automatically collected by Company. This information can include Your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain the quality of the service, and to provide general statistics regarding use of the Company website.
- F. Please keep in mind that if you directly disclose Personally Identifiable Information or personally sensitive data with anyone OTHER than the Company, this information may be collected and used by others.
- G. The Company encourages you to review the privacy statements of websites of our Service Providers to which you are linked or that of any Third-Party sites that you choose to link to from Company if any so that you can understand how those websites collect, use and share your information. Company is not responsible for the privacy statements or other content on websites outside of the Company' Site.

2. Use of Your Personally Identifiable Information by Company

- A. Company collects and uses your Personally Identifiable Information to operate its website(s) and deliver the services you have requested.
- B. Company may also use your Personally Identifiable Information to inform you of other products or services available from Company and its affiliates. Company may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered. You will not consider this to be SPAM.
- C. Company may share data with trusted partners, such as Service Providers, to help perform statistical analysis, send you an email, track referrals by Referring Accounts or to provide customer support. All such third parties are prohibited from using your Personally Identifiable Information except to provide these services to Company, and they are required to maintain the confidentiality of your information.
- D. Company may keep track of the websites and pages our Users visit within Company, to determine what Company services are the most popular. This data is used to deliver customized content and advertising within Company to customers whose behavior indicates that they are interested in a particular subject area.
- E. Company will disclose your Personally Identifiable Information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Company or the site; (b) protect and defend the rights or property of Company; or (c) act under exigent circumstances to protect the personal safety of Users of Company, or the public.

Section VII. Use of Cookies

The Company website may use "cookies" and similar automated tools to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page. For example, if you personalize Company pages, or register with Company site or services, a cookie helps Company to recall your specific information on subsequent visits. This simplifies the process of recording your Personally Identifiable Information, such as Service preferences, etc. When you return to the same Company website, the information you previously provided can be retrieved, so you can easily use the Company features that you customized.

You can accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Company services or websites you visit.

Section VIII. Security of Your Personally Identifiable Information; Email

- A. Company secures your Personally Identifiable Information from unauthorized access, use or disclosure.
- B. **Google® Usage.** Google® and GMAIL® (registered marks of GOOGLE LLC) require Company to thoroughly disclose how our Site accesses, uses, stores, or shares Google user data. We use GMAIL® to read, send, delete, and manage Our email. Users should check Google® and GMAIL® privacy policies.

Section IX. Minors Under Minimum Age.

Company does not knowingly collect personally identifiable information from minors under the Minimum Age.

Section X. GENERAL PROVISIONS.

1. **TERMS AND CONDITIONS-GENERALLY, INCLUDING DATES, TIME, AND TIME PERIODS.** In addition to the specific contents of this PRIVACY POLICY and OTHER POLICIES, all provisions as set forth in each page, portion, section, HTML page or subdomain of this Site are also terms and conditions of use under this PRIVACY POLICY. Time shall mean EST or EDT, whichever shall be in effect at the time Company sends or receives any communication, whether electronic, telephonic, or otherwise, to or from any User. If a duration of time, or a time period begins, or ends during which there is a change in time because EST or EDT has begun or ended, NO adjustment during any such time period set forth in this PRIVACY POLICY and ANY OTHER POLICY to either shorten or extend such time period shall occur. A "Year", "Yearly", "Annual" or "Annually" shall mean three hundred sixty-five days consecutive days, even if such period is commonly referred to as a "leap year" A "day" or "Day" shall mean a consecutive twenty-four (24) hours.
2. **ES.** By entering our Site, you are deemed to have accepted, and signed this PRIVACY POLICY AND OUR OTHER POLICIES pursuant to the Electronic Signature Act; see also Section XI.(18.) of this POLICY.
3. **OTHER POLICIES.** Your use of the Site is subject to the Company's OTHER POLICIES as well as this PRIVACY POLICY. Please review ALL OTHER POLICIES, including, but not limited to, our TERMS AND CONDITIONS POLICY, DMCA POLICY, FAQ (Frequently Asked Questions), and INTELLECTUAL PROPERTY POLICY, which also govern the Site and

informs Users of our data collection practices and other practices and policies. You may find links to any of these OTHER POLICIES and this PRIVACY POLICY on the Home Page of this Site.

4. **ELECTRONIC COMMUNICATIONS.** "Electronic Communications" include but are not limited to visiting the Site. Sending emails to Company or receiving an email from Company in response to an email sent by you constitutes electronic communications in addition to the other items set forth below. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.
- A. For all Members, we may send you emails to provide or to potentially provide, Services to you and related functions. These may include, but are not limited to, activating your Member Account; to advise if your Membership request has been declined, suspended or terminated; to verify any change in Account information such as a change in your email address, password, a forgotten password or other Account information; and other matters related to your Account or changes thereto; and/or our Services; and you will not consider such emails as SPAM.
In addition, you agree to receive and/or obtain "Electronic Communications" from the Company. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you, as well as such other documents, statements, data, records and any other communications regarding your relationship to the Company. You acknowledge that, for your records, you are able to retain the Company's Electronic Communications by printing and/or downloading and saving this PRIVACY POLICY and any other agreements and Electronic Communications, documents, or records that you agree to use your E-Signature. You accept Electronic Communications provided via your account with the Company as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.
 - B. Revocation of electronic delivery
 - C. You have the right to withdraw your consent to receive/obtain communications via your account with the Company at any time. You acknowledge that the Company reserves the right to restrict or terminate your access to your account with the Company if you withdraw your consent to receive Electronic Communications. If you wish to withdraw your consent, contact us at info@Low-Tels.com.
 - D. Paper version of Electronic Communications. You may request a paper version of Electronic Communication. You understand and agree that the Company reserves the right to charge you a reasonable fee, including labor costs and expenses for the locating, production, and mailing of paper versions of Electronic Communications. To request a paper copy of an Electronic Communication, contact us by email at info@Low-Tels.com.
 - E. Members, at present, we do not intend to send you any emails other than those set forth in Section X.(4.)(A.) above. Should we decide later, to offer to send you emails for other purposes, such as an opportunity to receive special offers, etc., you will be given an opportunity to Opt-In or Opt-Out of such emails, and you will not consider any offer to Opt-In or Opt-Out as "SPAM".
 - F. This Site is protected by the Copyright Laws, rules, and regulations of the United States of America as changed and/or amended from time to time, as well as the judicial interpretation thereof (the "Copyright Laws") and the laws of other countries. This Site has been filed with the U.S. Copyright Office and any infringement of

Company's copyright will be dealt with to the full extent of the law. As a copyrighted work, IN NO EVENT, may any User and/or Member download the Site or any portion thereof by any means, including but not limited to, printing, screen capture and/or printing of screen capture, taking an electronic or film picture of a website screen or by any other method. The copyright extends to all text displayed anywhere on the site, whether the said web page is solely textual or combined with visual elements in addition to the text or an embedded video. Furthermore, the creative elements of any page including the visual aspects and layout, and the creative integration of how the various website pages flow and/or linked together are additionally copyrighted material. Company may, in its sole discretion, grant a limited license to use certain copyrighted material, with attribution, with or without royalty and on an exclusive or non-exclusive basis but this PRIVACY POLICY grants no license of any type except as may be explicitly set forth herein.

Any "download" option available on the website DOES NOT constitute publication of the material in such download nor of the Site. Furthermore, the text and creative layout of any such forms are additionally a part of our Copyright. You are further warned, that under the present Copyright Laws, NO NOTICE of copyright is required to be displayed on copyrighted material.

G. Paper version of Electronic Communications

You may request a paper version of Electronic Communication. You acknowledge that the Company reserves the right to charge you a reasonable fee for the production and mailing of paper versions of Electronic Communications. To request a paper copy of an Electronic Communication, contact us at info@Low-Tels.com.

H. Your current valid email address is required for you to receive Electronic Communications from us. You agree to keep us informed of any changes in your email address. You may modify your email address by contacting us at HYPERLINK "mailto:info@Low-Tels.com" info@Low-Tels.com.

I. You are warranting to us that you are able to retain our Electronic Communications by printing and/or downloading and saving this PRIVACY POLICY and OTHER POLICIES and Electronic Communications, documents, or records that you agree to use your ES. You accept Electronic Communications provided to you by us as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such capability satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

- 5. YOUR ACCOUNT AND YOUR IP ADDRESS.** If you use this Site, you are responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your Account or password. You may not assign, disclose, or otherwise transfer your Account to any other person or entity, nor to allow such other person or entity to access your Account, except as expressly permitted herein. You acknowledge that Company is not responsible for third-party access to your Account that results from theft or misappropriation of your Account. Your IP address (a) may be suspended for a limited amount of time if you unsuccessfully attempt five times to log into the Site, or (b) in the sole discretion of Company, suspended or permanently banned for activity in contravention of this PRIVACY POLICY, or any OTHER POLICY, (c) for actual or perceived fraud or (d) any other reason Company deems such suspension or ban is in Company's best interest. If your account is suspended or permanently banned for activity in contravention of this PRIVACY POLICY, or any OTHER POLICY, (c) for actual or perceived fraud or (d) any other reason Company deems such suspension or ban is in Company's best interest; you shall not be entitled to any refund or credit of Membership Fee(s) paid.

6. PERSONS UNDER THE MINIMUM AGE/DENIAL OF ACCESS TO SITES/BYPASSING PROTECTIONS.

- A. Company does not permit the access, viewing, or utilization of this Site, or knowingly collects, either online or offline, personal information, from persons under the Minimum Age. You are solely responsible if a person under the Minimum Age accesses your Account, and you indemnify and hold harmless Company if a person under the Minimum Age accesses your Account.
- B. You represent and warrant to Company that you are at least of Minimum Age, understand and agree to abide by the laws and regulations of the location(s) from which you access this Site.
- C. You shall not, by means of "favorites" or "bookmarks" or like functions on any internet browser, or by any manual or automated process, gain access to any portion of our Site that allows you or any other person or entity to bypass agreeing to our TERMS AND CONDITIONS POLICY or OTHER POLICIES. If you enter the Site in violation of the foregoing, you or any other person or entity have accepted the TERMS AND CONDITIONS, and all OTHER POLICIES and your entrance to the Site is your legally binding acceptance and signature of agreement of same, dated as of the date you entered the Site.
- D. Our Site and the software used therein are governed by the laws of the United States of America and are subject to its import and export laws. This Site and software may not be exported to any country where such exportation is illegal, or to any country in which its importation is illegal.
- E. You expressly indemnify and hold harmless Company for any claims of any nature, losses, or damages because of your failure to abide by the provisions of this Section X.(6.).

7. LINKS TO THIRD-PARTY SITES/THIRD-PARTY SERVICES

- A. This Site may contain links to other websites or provide information found on our Site ("Linked Sites") provided by Service Providers, Commercial Advertisers, social media providers, or others. The Linked Sites are not under the control of Company and Company is not responsible for the contents of any Linked Site, including without limitation, any link contained within in a Linked Site, any changes or updates to a Linked Site, or the correctness or accuracy of any information provided by a Linked Site. Company is providing these Linked Sites to you only as a convenience, and the inclusion of any Linked Site does not necessarily imply endorsement by Company of the Linked Site or any association with its operators, except that
 - i. regarding a link within this Site to a Service Provider or a Commercial Advertiser to view and/or interact with a Service Provider or Commercial Advertiser's Advertisement (the "Linked Sites") on this Site does mean that Company may have received or accepted payment or other remuneration from a Service Provider for their Services, or if from a Commercial Advertiser, payment or remuneration for such Advertisement. Company does not endorse any particular Commercial Advertiser and does not warrant the services of any Service Provider or Advertisement of any Commercial Advertiser, including any links included within a Service Provider or Commercial Advertiser Link or warrant in ANY WAY, the service or product offered by such Service Provider or Commercial Advertiser; your warranty and remedy, if any, if the service you received from such Service Provider or Commercial Advertiser does not meet or exceed your expectations, your warranty or remedy is limited to those provided by such Service Provider or Commercial Advertiser and WE URGE YOU TO READ ALL TERMS AND CONDITIONS AND ALL OTHER POLICIES AND INFORMATION PROVIDED BY SUCH SERVICE PROVIDER or COMMERCIAL

ADVERTISER. Company does not provide any contact information for a Service Provider or a Commercial Advertiser other than the contact information provided by the Service Provider or a Commercial Advertiser in their Advertisement or in our FAQ.

- ii. Linked Sites may be either (a) information found on our Site but provided to us by a Service Provider e.g., by way of example ONLY and not limitation: Hotel pricing, room descriptions, airfare pricing, etc., (b) and/or by automatic redirection to a Linked Site's website; or (c) by giving the User an option to "click" on a link to be redirected to a Linked Site's website.
 - B. Certain services made available via the Site, including, but not limited to Site hosting and SERVICE PROVIDERS, are delivered by third-party sites and organizations. By using any product, service, or functionality originating from the Site domain, you hereby acknowledge and consent that Company may share such information, and data with any third-party with whom Company has a contractual relationship to provide the requested product, service, or functionality on behalf of Site Users. Provided, however, Site hosting services and other SERVICE PROVIDERS are prohibited from using any PERSONALLY IDENTIFIABLE INFORMATION for any purpose other than to provide their services to our Site. Information regarding bookings, reservations, confirmation, ticketing cancellations, or refunds must be made directly to the Service Provider whom you paid for the Service Provider Purchase.
 - C. We may enter promotional relationships on a commercial basis with a commercial entity to promote or market our Site by a variety of methods. We do not endorse, and we are not responsible or liable for any content of such promotions or the types of promotions offered on our behalf by a third-party.
8. **LIMITATIONS.** You are granted ONLY, a non-exclusive, non-transferable, revocable, at our sole discretion and without prior notice, license to (a) access and use the Site strictly in accordance with this PRIVACY POLICY and this Site's OTHER POLICIES and (b) to your Password. As a condition of your use of the Site, you warrant to Company that you will not use the Site for any purpose that is unlawful or prohibited by these TERMS AND CONDITIONS POLICY or OTHER POLICIES. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.
- We do not grant you any licenses, express or implied, to the intellectual property or proprietary information of Company or our licensors except as expressly authorized by these TERMS AND CONDITIONS POLICY or OTHER POLICIES.
- We may, in the future, offer access to the Site, other than by internet web browsers, through applications for smartphones, smartwatches, tablets, etc. When we do, we will amend this TERMS AND CONDITIONS POLICY and OTHER POLICIES as necessary to provide for the use of such applications.
9. **MATERIALS PROVIDED TO SITE OR POSTED ON ANY COMPANY WEB PAGE**
- A. Company does not claim ownership of the materials you provide to the Site (including feedback and suggestions) or post, upload, input or submit to any Company Site or our associated services which is Voluntary Data Collection. However, by posting, uploading, inputting, providing or submitting Voluntary Data Collection, you are granting Company, our affiliated companies and necessary sub licensee's permission to use Voluntary Data Collection for the operation of their businesses including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat Voluntary

Data Collection. Voluntary Data Collection DOES NOT INCLUDE PERSONALLY IDENTIFIABLE INFORMATION.

- B. No compensation will be paid with respect to the use of Voluntary Data Collection as provided herein. Company is under no obligation to post or use any Voluntary Data Collection. you may provide, and we may remove any Voluntary Data Collection at any time in Company's sole discretion.
- C. By posting, uploading, inputting, providing or submitting Voluntary Data Collection you warrant and represent that you own or otherwise control all the rights to Voluntary Data Collection as described in this Section X.(9.) including, without limitation, all the rights necessary for you to provide, post, upload, input or submit such information.
- D. In no event do we warrant, under any theory of equity or law, the contents of this Site, whether submitted by a Service Provider, a Commercial Entity, User, Member, Commercial Advertiser, person, or entity promoting our Site by any means. Your choice to interact with, purchase from, or follow a link to another website, or Commercial Advertiser is solely your choice and you assume all risks for any such action. Other than for your PERSONALLY IDENTIFIABLE INFORMATION, we make no representation as to the safety, security, or otherwise, of the contents of this Site. Other than your PERSONALLY IDENTIFIABLE INFORMATION, you have no right of, or expectation of a right of, the privacy of any information you submit to this Site except as otherwise explicitly provided for in this PRIVACY POLICY and OTHER POLICIES.
- E. Our Site may include surveys/questionnaires on its Site for Users, which shall be considered a part of Voluntary Data Collection and shall not be considered "SPAM".

10. INTERACTION BETWEEN USERS

- A. Company does not have access to and therefore does not monitor, any communications or interactions of whatever nature between Users or Members on this Site, including by and among Service Providers, and any third-party Site. Users and Members ARE SOLELY responsible for any interactions by and among them, on any other website or by any other means.
- B. You absolutely hold harmless and indemnify Company from any actions or inactions, or damages or losses of any nature resulting from your decision to interact with another User, Member, Service Provider, or Commercial Advertiser, whether online on another website or by any other means. Company EXPRESSLY disclaims ANY LIABILITY OF ANY NATURE WHATSOEVER RESULTING FROM ANY INTERACTION BETWEEN USERS, MEMBERS, SERVICE PROVIDERS, OR COMMERCIAL ADVERTISERS ON ANY OTHER WEBSITE OR BETWEEN USERS AND OTHERS BY ANY OTHER MEANS.

11. USER SUBMISSION: Each User, including, but not limited to, Members:

- A. agrees that:
 - i. Company is not responsible and does not represent or warrant the accuracy or veracity of any User Submission. As used in this Section X.(11.) "User Submission" means, regarding a:
 - 1. Member: Any content in any Voluntary Data Collection
 - 2. Commercial Advertisement: Any content in a Commercial Advertisement, including any content in a website owned or operated by a Commercial Advertiser.
 - 3. Any information on any website of any other third-party, including social media sites.
- B. that no User has any confidential information or proprietary rights regarding any Voluntary Data Collection, nor shall any User misappropriate any confidential

information or proprietary rights of any other person in Voluntary Data Collection or an Advertisement.

- C. each User is aware that you may be exposed to another User's submission which may be objectionable, inaccurate, or not useful, and to which such other User may or may not have intellectual or other property rights or proprietary interest in such User Submission, and Company bears no responsibility or liability for such User Submissions.
- D. Company does review or monitor User submissions made directly to Company. In addition, Company reserves the right to delete User submissions, including Commercial Advertisements, so long as it does not conflict with Applicable Law, however, it is under no obligation to do so.
- E. each User is responsible for their User submission(s) and is solely responsible for any loss, damage, or other consequences of such User Submission.
- F. a User Submission of one User may not be shared, used, reproduced, copied, or otherwise used by another User excepted as permitted in this PRIVACY POLICY AND OUR TERMS AND CONDITIONS POLICY.
- G. No User may attempt to, or upload any text, picture, graphic or other Image or any other material to any portion of the Site, by any means. As used herein, "Image" shall mean any photographic, graphics, artwork, or similar visualization, whether such Image includes or does not include any written or verbal component.
- H. Sharing of Username and Password; Acts or Omissions of those with whom Usernames and Passwords were shared.
 - i. Notwithstanding any other language in this Section X.(11.)(H.), any Member who shares their Username and/or password with any other person or entity, irrespective of whether or not such sharing is permissible under this PRIVACY POLICY, both the Member and the person with whom the Username and/or password were shared shall be jointly and severally liable for any abuse of the Site, unapproved actions or unapproved transactions by the person with whom the Username and/or password were shared.
 - ii. No Member shall share his Username or password with another person or entity, including, but not limited to, another User. Sharing, by a Member of either their Username and/or password with any other person, will result in a suspension and/or termination of a Membership in Company's sole discretion, and no refund will be issued if a Member's Account is terminated because of such sharing of the Username or password. Any misuse, unauthorized sharing of Username and/or password, abuse of the Site, unapproved actions or transactions by any person with whom a Member, hereby indemnifies and holds harmless Company from, any financial loss or other harm resulting from acts or omissions of the person(s) with whom the Member's Username and password were shared in contravention of this PRIVACY POLICY.

12. **OTHER TERMS AND CONDITIONS FOR MEMBERS.** For Members, the following additional terms and conditions apply:

- A. The following information is not proprietary to you, and may, or may not, be considered PERSONALLY IDENTIFIABLE INFORMATION. The following information will only be seen by you, and if necessary, by Company and/or Service Provider(s): your Email Address, any email directed specifically to you by Company or email sent by you to Company, the information you provide using any function, menu, submenu or drop down on the Site, Opting In or Opting Out of Cash-Back, FAQ, any facsimile sent to or from Us, this PRIVACY POLICY and OTHER POLICIES and all submenus thereof.

- B. Other than Voluntary Data Collection, Company does not claim ownership of the materials you provide to the Site regarding a request to become a Member or to Opt-In or to request that your Account be reset to decline the Opt-In feature.
- C. No compensation will be paid with respect to the use of Voluntary Data Collection as provided herein. Company is under no obligation to post or use any Voluntary Data Collection. You may provide, and we may remove any Voluntary Data Collection at any time in Company's sole discretion.
- D. The use of a fictitious Actual Name is FORBIDDEN.

Section XI. APPLICABLE TO ALL USERS AND ALL OTHER POLICIES: EACH AND EVERY TERM, CONDITION AND PROVISION SET FORTH BELOW IS APPLICABLE TO ALL USERS, AND FURTHER EACH AND EVERY TERM, CONDITION, AND PROVISION SET FORTH BELOW APPLIES TO, IS INTEGRATED INTO, AND INCORPORATED BY REFERENCE INTO EACH OF THE OTHER POLICIES OF THIS SITE.

1. INTERNATIONAL USERS

The Service is controlled, operated, and administered by Company from pursuant to the laws of the United States of America. All transactions are deemed to have occurred, for all purposes, within the United States of America regardless of the citizenship, domicile, or location of any User, Member, or Commercial Entity. If you access the Service from a location outside of the United States of America, you are responsible for compliance with all local laws of such locations. You agree that you will not use Company's content accessed through the Site in any country or any manner prohibited by any applicable laws, restrictions, or regulations.

2. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, your violation of any TERMS AND CONDITIONS POLICY AND ALL OTHER POLICIES of this Agreement or your violation of any rights of a third-party, or your violation of any applicable laws, rules or regulations or violation of any OTHER POLICIES. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses.

3. LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.

CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. **WHOLESALE HOTELS GROUP LLC. D/B/A LOW-TELS.COM**, AND/OR ITS SERVICE PROVIDERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

WHOLESALE HOTELS GROUP LLC. D/B/A LOW-TELS.COM, AND/OR ITS SERVICE PROVIDERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SAFETY, PRIVACY AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. **WHOLESALE HOTELS GROUP LLC. D/B/A LOW-TELS.COM**, AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL **WHOLESALE HOTELS GROUP LLC. D/B/A LOW-TELS.COM**, AND/OR ITS

SERVICE PROVIDERS BE LIABLE FOR, AND YOU WAIVE AND RELEASE **WHOLESALE HOTELS GROUP LLC. D/B/A LOW-TELS.COM** FROM ANY AND ALL DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, YOUR VIOLATION OF THE TERMS AND CONDITIONS POLICY OR ANY OTHER POLICY OF THE SITE, INCLUDING ANY COMPANY REMEDIES CONTAINED THEREIN, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF **WHOLESALE HOTELS GROUP LLC. D/B/A LOW-TELS.COM**, OR ANY OF ITS SERVICE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THIS PRIVACY POLICY AND ANY OTHER POLICIES OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. COMPANY IS NOT, AND WILL NOT BE, LIABLE OR RESPONSIBLE FOR ANY THIRD-PARTY CONTENT ON THIS SITE. COMPANY OFFERS SERVICES TO USERS AND/OR MEMBERS, WHICH ARE PROVIDED BY SERVICE PROVIDERS. COMPANY DOES NOT OPERATE, CONTROL, OR BY OTHER MEANS PROVIDE THE WORK OF THE SERVICE PROVIDERS. THEREFORE, USER AND/OR MEMBER AGREES THAT COMPANY ACTS ONLY AS AGENT FOR THE USER AND/OR MEMBER IN ACQUIRING SERVICES FOR THE USER AND/OR MEMBER AND WITH THE EXPRESS CONDITION THAT COMPANY SHALL NOT BE RESPONSIBLE FOR ANY ERROR, WHETHER BY ANY ACT OR OMISSION, ACCIDENT, LOSS, DELAY, INJURY, DEFECT, OR IRREGULARITY WHICH MAY OCCUR OR BE CAUSED OR OCCASIONED, WHETHER BY REASON OF ANY ACT, NEGLIGENCE OR DEFAULT OF ANY SERVICE PROVIDER OR PERSON ENGAGED IN OR RESPONSIBLE FOR CARRYING OUT ANY OF THE ARRANGEMENTS OF A SERVICE PROVIDER, OR OTHERWISE IN CONNECTION WITH ANY ACT OR OMISSION BY A SERVICE PROVIDER.

4. TERMINATION/ACCESS RESTRICTION/APPLICABLE LAWS/JURISDICTION/VENUE/CONTRACT FORMATION/OTHER

- A. Company reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Delaware, United States of America, without reference to its choice of laws or conflict of laws provision. The contract formed between User and Company is deemed to have been made and performed in the State of Delaware, USA. User hereby consents to the exclusive jurisdiction and venue of courts in Delaware in all disputes arising out of or relating to the use of the Site. In any action to enforce the provisions of this PRIVACY POLICY OR ANY OTHER POLICIES, venue and jurisdiction shall lie in the applicable Trial and Appellate Courts of the State of Delaware and the United States of America having jurisdiction, venue and forum over the Company and each User and Member hereby irrevocably consents to the jurisdiction of such Courts and waives any argument or assertion of forum non conveniens.
- Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of this PRIVACY POLICY AND ALL OTHER POLICIES including, without limitation, this provision.
- You agree that no joint venture, partnership, employment, or agency relationship

exists between you and Company because of this Agreement or use of the Site. Company's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Company with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire Agreement between the User and Company with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and Company with respect to the Site. A printed version of this Agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express policy of Company and a User that the PRIVACY POLICY AND OTHER POLICIES and all related documents are to be written in English, and this English language version, not any translation into any other language, shall be controlling. Neither this PRIVACY NOR ANY OTHER POLICIES nor any term hereof may be amended, waived, discharged, or terminated other than by Company.

B. Contract Formation:

- i. For all Users, you explicitly agree that when you enter this Site, you agree to be legally bound to this PRIVACY POLICY and all OTHER POLICIES, and your entry into the Site is your ES and you agree that you have entered into a legally binding contract by entering the site, the consideration for such contract being your ability to view this website in exchange for us being able to share with you certain information about our Services, and for both parties, other good and valuable consideration, the value of which is acknowledged by the parties,
- ii. When a User enters our Site at any time for any reason, you Agree that you explicitly are stating the following to us: "I hereby accept the TERMS AND CONDITIONS POLICY, this PRIVACY POLICY,, Intellectual Property Policy", DMCA Policy and all OTHER POLICIES, you have provided your ES and have entered into a legal binding contract agreeing to this PRIVACY POLICY and all OTHER POLICIES, the consideration for such contract being:
 1. Users can view this Site and take advantage of all Services and features available to Users and Members, and for both parties, receive other good and valuable consideration, the value of which is acknowledged by the parties.
 2. You acknowledge that all Electronic Communications from us to you regarding all applicable Site pages comply with all laws and judicial determinations of the United States of America relative to contract law.

5. CHANGES TO THIS PRIVACY POLICY AND ALL OTHER POLICIES

Company reserves the right, in its sole discretion, without prior notice, to change the PRIVACY POLICY AND ALL OTHER POLICIES, under which Site is offered. The most current version of this PRIVACY POLICY AND ALL OTHER POLICIES will supersede all previous versions of each respective POLICY. Company encourages you to periodically review the PRIVACY POLICY AND

ALL OTHER POLICIES to stay informed of our updates. You may find links to the most current PRIVACY POLICY AND ALL OTHER POLICIES on the Home Page of this Site.

6. DELAYS OR OMISSIONS. No delay or omission to exercise any right, power or remedy accruing to any Company upon any breach or default of any User under this PRIVACY POLICY OR ANY OTHER POLICIES shall impair any such right, power or remedy of Company, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of, or in, any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of Company of any breach or default under the PRIVACY POLICY OR ANY OTHER POLICIES, or any waiver on the part of Company of any provisions or conditions of the PRIVACY OR ANY OTHER POLICIES, must be in writing and shall be effective only to the extent specifically set forth in such writing or as provided in the PRIVACY POLICY OR OTHER POLICIES. Only the Managing Member of Company is authorized to enter into a waiver and there shall be no exception thereto. No other person, including, but not limited to, any customer service representative, whether an employee or independent contractor, (if Company establishes a telephone customer service number) may waive any provision of this PRIVACY POLICY or OTHER POLICIES. Likewise, if a customer service person or other employee or independent contractor responds on behalf of Company to a Contact Us or fax or verbal inquiry such person may not waive any provision of this PRIVACY POLICY or OTHER POLICIES on behalf of Company.

7. ENFORCEMENT. User agrees that irreparable damage for which money damages would not be an adequate remedy would occur if any of the provision of this PRIVACY POLICY OR ANY OTHER POLICIES were not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that in addition to any other remedies Company may have at law or equity, Company shall be entitled to seek an injunction or injunctions, without the necessity to post bond, to prevent such breaches of this PRIVACY POLICY OR ANY OTHER POLICIES and to enforce specifically the terms hereof.

8. CONSTRUCTION. The normal rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against Company in drafting this PRIVACY POLICY OR ANY OTHER POLICIES of, this Site shall not apply to any action on these PRIVACY POLICY OR ANY OTHER POLICIES of this Site.

9. FORCE MAJEURE. Company is not liable for failure to perform Company's obligations, if any if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, delay or failure of electricity, internet, internet service provider, ("ISP"), telephone or other utility service, failure of any of the Company's, or its Service Provider's, or its User's, owned, hosted, rented or leased hardware or software or ISP, or any denial of service attacks or similar intentional or unintentional interruption of Company's ability or that of its Service Provider's to conduct its business. ('Force Majeure').

10. CONFLICT

If there is any conflict or ambiguity between this PRIVACY POLICY and the terms, conditions, and provisions of the TERMS AND CONDITIONS POLICY shall prevail, provided that such interpretation is consistent with Company's intent.

11. PAROL EVIDENCE. No parol evidence may be introduced to contravene or dispute this PRIVACY POLICY OR ANY OTHER POLICIES except such parol evidence may be introduced by

Company as to its intent as to the interpretation of this PRIVACY POLICY and any OTHER POLICY.

12. CONTACT US

Company welcomes your questions or comments regarding this PRIVACY POLICY AND ALL OTHER POLICIES at the address listed below:

Wholesale Hotels Group LLC
304 S Jones Blvd. #3526
Las Vegas, Nevada, 89107
United States of America

13. FAILURE TO ABIDE OR ACCEPT.

If you DO NOT AGREE TO ABIDE BY, OR FULLY ACCEPT, and ELECTRONICALLY SIGN the PRIVACY POLICY AND ALL OTHER POLICIES, you MUST IMMEDIATELY EXIT THIS SITE. Links to these PRIVACY POLICY AND ALL OTHER POLICIES may be found on the Home Page of this Site.

14. ORDER OF PREFERENCE IN INTERPRETATION.

A. If there is any conflict between any definitions or provisions of the PRIVACY POLICY, OTHER POLICY, or the FAQ, the TERMS AND CONDITIONS POLICY shall prevail. If there is any conflict between any definitions or provisions of any OTHER POLICY and the FAQ, then the definitions or provisions of the OTHER POLICY shall prevail over that of the FAQ.

B. If there is any conflict between any language contained within our Site, including but not limited to this PRIVACY POLICY, any OTHER POLICY and the FAQ (Frequently Asked Questions), then any other written contract separate and apart from this PRIVACY POLICY, any OTHER POLICY, and the FAQ, between us and a User or Member, then the definitions or provisions of any such separate written contract between us and User or a Member shall prevail over this PRIVACY POLICY, any OTHER POLICY, the FAQ and the Site. The PRIVACY POLICY and any OTHER POLICY shall prevail over any other language within the Site, in the order of precedence as set forth herein and otherwise in the TERMS AND CONDITIONS POLICY.

15. SANCTIONS BY THE UNITED STATES OF AMERICA

A. From time to time, the Government of the United States of America may enact sanctions against certain countries, areas, or persons. Therefore, you agree that you will not enter or use this Site, or attempt to, or become a Member, or User of any type if there is an applicable sanction imposed against you, or your country or area where you are present, domiciled or from which you are accessing this Site. Nor shall any person whether a natural person, commercial entity or government or other entity where there is not a sanction in effect that precludes you from using this Site in general, use this Site for any purpose to engage in any prohibited transaction or other usages with a country or entity that is under a sanction is STRICTLY prohibited. The use of ANY method of any nature to circumvent any sanction, whether it be by using an IP address that does not indicate your true location or the giving of any false information is STRICTLY prohibited. An IP address used in such a way will be permanently banned.

Nor shall any person use this Site in any way that aids or abets any person or entity deemed by the Government of the United States as being a terrorist, whether foreign or domestic nor may this Site be used in any way by any person or entity for the purpose of a terrorist or criminal act or aiding or abetting a terrorist or criminal act.

Any Membership Fee or purchase of Services WILL NOT BE REFUNDED UNDER ANY circumstances and any attempt to violate any applicable sanction or any terrorist or criminal act will be reported to the appropriate authority

B. A list of sanctioned countries, areas, and activities, along with details of such sanctions may be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

16. GDPR. As of May 25, 2018, the European Union's General Data Protection Regulation (GDPR) became effective for members of the European Union and the European Economic Area. In addition, Switzerland, and in the United States, California and the State of Washington, have also issued relatively new privacy-related policies governing internet websites, and it is unclear as of the effective date of this PRIVACY POLICY, whether the United Kingdom is applying its own such privacy regulations or still using those of the European Union. While we have been working towards full compliance with the GDPR into our PRIVACY POLICY, we will not be compliant with the GDPR until we either, at our sole discretion, place a notice on our Home Page that we are GDPR compliant, OR, send an email to you to the email we have on file for you as a MEMBER.

Until we are fully compliant with the GDPR, no person in the European Union, the European Economic Area, the United Kingdom, Switzerland, and in the United States, the States of California or Washington (the "Excluded Areas") may access our Site as a Visitor, User or a Member of any type. Once you see that our PRIVACY POLICY is noted, near the top of its first page, that it is GDPR Compliant Plus, we will then welcome, from the Excluded Areas, visitors, Users, and persons to apply to become Members (of any type). In addition, we may, in our sole discretion, but are not required to, place a notice on the Home Page and/or the Login/Registration Page of our Site that we are GDPR Plus compliant and/or to change our PRIVACY POLICY link at the bottom of the page to read as "PRIVACY POLICY (GDPR Plus) compliant. Please note also that we only use cookies for the functionality of our Site and that we are not collecting ANY information of ANY type from any person in the Excluded Area if they are entering our Site SOLELY for the purpose of determining that we have become GDPR Plus compliant.

Finally, as the date of our GDPR compliance in our Privacy Policy is listed on our Site, all this existing language in this Section XI.(16.) becomes null and void, and is replaced, in its entirety by Section XI.(16) "[SAVED FOR FUTURE USE]".

17. 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 22 Del. Laws, c. 457, § 1, indicating:

A. Your unconditional acceptance and agreement to abide by this PRIVACY POLICY and all OTHER POLICIES, 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 PRIVACY POLICY and all OTHER POLICIES, and that you agree to abide with said POLICIES; 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 XI.(18.) below, and that your acceptance of this PRIVACY POLICY and all OTHER POLICIES subscribed by you, is true under penalty of perjury, and dated, in substantially the following form:

(a). 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 PRIVACY 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

(b). 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 PRIVACY 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.

18. 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:

1. Intend, and if fact, do consent to this electronic transaction, and
2. That you and we intend to do business electronically, and
3. 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,
4. 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@lowtels.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.
5. That you may request an electronic copy of a transaction at no charge by time by emailing notice of the same via our info@lowtels.com email address putting "Request PRIVACY POLICY Acceptance" in the subject line of the email.

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

- A. By becoming a User on these Sites, you are signing this PRIVACY POLICY electronically, and
- B. You agree your Electronic Signature (your "ES") is the legal equivalent of your manual signature on this PRIVACY 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 PRIVACY 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 PRIVACY POLICY's terms and conditions just as if you had signed in writing your agreement to abide by this PRIVACY 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 XI.(19.) 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@lowtels.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@lowtels.com email address putting "Request PRIVACY POLICY" in the subject line of the email.

20. 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 XI.(20.)(A.) 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 PRIVACY 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 PRIVACY POLICY and all OTHER POLICIES as well as to receive Electronic Communications from us.

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

22. 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.

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24. CHANGES TO THIS PRIVACY POLICY

Company reserves the right, at any time, and for any reason, in its sole discretion to change this PRIVACY POLICY. The Effective Date of the most recent version of this PRIVACY POLICY will

always be displayed at the very beginning of this PRIVACY POLICY, and the PRIVACY POLICY shall be effective as of said date. Users are encouraged to frequently check this PRIVACY POLICY and all OTHER POLICIES of this Site.

25. COPYRIGHT OF CONTENTS OF THE POLICIES APPEARING IN THE LEGAL CORNER OF THIS WEBSITE. The TERMS AND CONDITIONS POLICY, Privacy Policy, Intellectual Property 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**.

26. NOTIFICATION OF CHANGES TO THIS PRIVACY POLICY OR ANY OTHER POLICY. Company shall, at its sole discretion, notify Members of any changes to this PRIVACY POLICY or any OTHER POLICY by either, or both, (a) sending a notice that this PRIVACY 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 PRIVACY POLICY or ANY OTHER POLICY, each Member shall be deemed to have received, read and agreed to the change of the PRIVACY 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 PRIVACY 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 this PRIVACY 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.

27. ENTIRE AGREEMENT. This PRIVACY POLICY constitutes the final agreement of the parties, including all OTHER POLICIES. It is the complete and exclusive expression of the parties' agreement about the subject matter of this PRIVACY POLICY and all OTHER POLICIES. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this PRIVACY POLICY are expressly merged into and superseded by this PRIVACY POLICY. The provisions of this PRIVACY 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 PRIVACY 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 PRIVACY POLICY and OTHER POLICY. Except as set forth expressly in this PRIVACY POLICY, there are no conditions precedent to this agreement's effectiveness.

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

29. 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 PRIVACY POLICY contemplates or to evidence or carry out the intent and purposes of this PRIVACY POLICY.