

PLAZA LA REINA WEBSITE TERMS & CONDITIONS

Welcome to the Terms & Conditions of Use for the www.plazalareina.com web site (the “**Site**”). Your use of the Site is subject to these Terms & Conditions along with any specific terms and conditions set forth on the individual pages within this Site (collectively, the “**Terms & Conditions**”) and all applicable laws and regulations, including those regarding copyright, trademark, and other intellectual property rights. Your submission of information on this Site is subject to Plaza la Reina’s Privacy Policy for Guests (available at plazalareina.com, which is hereby incorporated into these Terms & Conditions.

As used throughout the Site, the terms “**Plaza la Reina,**” “**the Company,**” “**our,**” “**we,**” “**us,**” “**our,**” and other similar terms may refer to one or more of Plaza la Reina or one or more of their direct or indirect subsidiaries or affiliates. All of these terms are used for convenience only and are not intended as a precise designation of any of particular entity. **PLEASE READ THE TERMS & CONDITIONS CAREFULLY BEFORE USING OR OBTAINING ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES THROUGH THE SITE. BY ACCESSING THE SITE, YOU AGREE TO ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, ALL OF THE TERMS & CONDITIONS.** We reserve the right to change, update, or correct any of the Terms & Conditions or any information contained in the Site at any time without notice by posting amended terms to the Site. Your continued use of the Site means that you accept and agree to the revised Terms & Conditions. If you do not accept these Terms & Conditions (as amended from time to time), please exit the Site immediately.

USE OF COOKIES

PLEASE NOTE: The Site uses various types of cookies to provide certain functionality on the Site. A cookie is a small text file that contains small amounts of information that are downloaded to your computer or mobile device when visit a web site. These cookies are then sent back to the originating web site when you visit that site again or to another site that recognizes that cookie. For further information about the use of cookies, please visit www.allaboutcookies.org.

USE OF THE SITE

General

You may only use the services of this Site if you are at least 18 years of age and can form legally binding contracts under applicable law. The services of the Site are not intended for and should not be used by minors. Please note that additional terms and conditions may apply to reservations, purchases, transactions, uses, or activities that may occur on or through this Site. You agree to comply with these Terms & Conditions and any such applicable additional terms and conditions. **BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.**

Accounts / Passwords

You are responsible for maintaining the secrecy of your passwords, log-in, and account information. You will be financially accountable for all uses of the Site by you and/or by anyone using your account information.

Reservations

You may only use the Site to make legitimate reservations or purchases for yourself and your invited guests or an individual for whom you are authorized in advance to act. Unless you have obtained prior written permission from Plaza la Reina, , you may not use the Site to make reservations or purchases for other purposes, including without limitation for purposes of reselling rooms or reservations, posting, marketing, advertising, or otherwise distributing rooms, reservations, or availability (including without limitation on third-party web sites), making false, fraudulent, or speculative reservations, reserving rooms in anticipation of demand, or making reservations for commercial purposes (such as reselling rooms). Reservations made in violation of these Terms & Conditions may be cancelled without notice in Plaza la Reina's sole discretion. Plaza la Reina further reserves the right to cancel reservations without notice that transferred in violation of these Terms & Conditions.

Credit Card Information

The storage of credit card information on the site (if available) is entirely optional. It is not required to use the Site. Saving credit card information may help expedite your reservation process in the future. You will be solely responsible for updating any credit card information that you provide, and such information may only be maintained until the expiration date of the credit card. You acknowledge that Plaza la Reina may communicate this information for the purpose of facilitating reservations or as requested by you, including through applications on any mobile devices that you utilize that provide Plaza la Reina with your account information or if you have established a link with such devices.

Plaza la Reina's Right to Cancel / Errors / Mistakes

The Site may contain technical inaccuracies and typographical or other errors in connection with information displayed on the Site, including without limitation rates, fees, or availability applicable to your transaction. Plaza la Reina assumes no responsibility or liability for such errors, inaccuracies, or omissions. Plaza la Reina shall have the right not to honor reservations or information affected by such errors, inaccuracies, or omissions. Plaza la Reina shall have the right to make changes, corrections, cancellations, and/or improvements to such information or reservations based on such information, at any time, including after confirmation of a reservation.

Promotional Information

The Site may display or provide information regarding specific programs, offers, or promotions ("**Promotional Offers**"). Any such Promotional Offer is subject to its specific terms, conditions

and restrictions. Please refer to and read carefully the terms, conditions and restrictions of each Promotional Offer. Plaza la Reina reserves the right to alter or withdraw any Promotional Offer at any time without notice. Each Promotional Offer is void where prohibited by law.

Prohibited Uses

Any commercial use of this Site is expressly prohibited unless you have obtained prior written consent from Plaza la Reina. You may not use this Site to post or transmit any unlawful, infringing, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, or for any other purpose that is unlawful or prohibited by these Terms & Conditions. You agree that you will not (a) interfere or disrupt the Site, (b) use, place, or distribute any viruses, worms, time bombs, and/or other computer programming routines that damage, intercept, disrupt, or harm (or are intended to do any of the preceding) the Site, including the underlying software, hardware, systems, and any users of the Site or their devices, (c) use or attempt to use any robot, spider, automatic device, or automatic or manual process to monitor or copy the Site without Plaza la Reina prior express written consent, or (d) use any device, software, or other instrument to monitor, copy, interfere with, or attempt to interfere with this Site, its content, or its operation without Plaza La Reina's prior express written consent.

In addition, you are prohibited from violating or attempting to violate any security features of the Site, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Site; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Plaza la Reina in providing the Site. Any violation of system or network security may subject you to civil and/or criminal liability.

Privacy & Confidentiality

Your submission of information on this Site to make a reservation is subject to Plaza la Reina Privacy Policy (available at www.Plaza la Reina.com), which is hereby incorporated into these Terms & Conditions. Any communications such as searches, questions, comments, suggestions and similar communications submitted by you to Plaza la Reina are not confidential communications, and Plaza la Reina shall be free to use, reproduce, publish, distribute, and disclose such communications. Plaza la Reina is under no obligation to protect such communications from disclosure. Plaza la Reina may use, reproduce, publish, distribute, and disclose such communications to others without limitation and without any obligations to you. Plaza la Reina is also free to use for any purpose whatsoever any ideas, concept, content,

techniques, or know-how in such communications without limitation and without any obligations to you.

Browsing Habits

The Site may tailor information, offers, and other content based on your browsing habits on the Site and your geographic location.

Links

The Site may contain links to other web sites on the Internet and certain actions on the Site may result in specific advertising from third parties, including information that may be displayed in other windows or in third party sites. Plaza la Reina provides these links solely as a convenience to you. The inclusion of these links in no way indicates Plaza la Reina endorsement, support, or approval of such sites, such site's content, products, or services, or the operators of any such site. We undertake no obligation to review or monitor any sites linked to or from the Site. Your use of any such site is at your own risk and subject to the terms and conditions of such sites. We are not responsible for the content, products, services, or practices of third party sites. In addition, you agree not to link your site or any other third party site to the Sites without Plaza la Reina's express prior written consent.

Miscommunications / Lost Transactions

Plaza la Reina is not responsible for communication failures, errors, difficulties, or other malfunctions or lost, stolen, or misdirected transactions, transmissions, messages, or entries on or in connection with the Site. Plaza la Reina is not responsible for any incorrect information associated with any transaction or transmission on or to the Site regardless of whether such incident is the result of user error, system error, or human error.

Availability

The Site is available to anyone with Internet access. However, the Site may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service or other unforeseen circumstances. The Site contains information on Plaza la Reina's products and services, not all of which are available at any particular time. The content of the Site, including advertising content, is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations. Each product or service is void where prohibited by law.

INTELLECTUAL PROPERTY

General / Ownership

Unless expressly stated otherwise, the content included on the Site, including but not limited to text, software, photographs, images, graphics, illustrations, artwork, video, music, sound, and names, logos, trademarks and service marks, are the property of Plaza la Reina or its licensors or

suppliers. This content is protected by copyright, trademark and other laws. No right, title, or interest to the content is granted by your use of the Site, other than a right to review the content using a conventional Internet browser to conduct ordinary web browsing. All other uses, including making copies of any content on the Site, are strictly prohibited. You may not modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material for any purpose other than personal, non-commercial use (or legitimate activities of a travel agent or travel professional) without Plaza la Reina's written permission. Except for non-commercial individual private use, the downloading, reproduction, or retransmission of the Site (or any part of its content) is strictly prohibited.

No License

Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Plaza la Reina or by any third party

Copyright Infringement

Plaza la Reina has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site. Plaza la Reina has adopted a policy that provides for the immediate suspension and/or termination of any Site user who is found to have infringed on the rights of Plaza la Reina or of a third party, or otherwise violated any intellectual property laws or regulations. Plaza la Reina's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Plaza la Reina to delete, edit, or disable the material in question, you must provide Plaza la Reina with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Plaza la Reina to locate the material; (d) information reasonably sufficient to permit Plaza la Reina to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Plaza la Reina's designated agent at:

Plaza La Reina
10850 Lindbrook Drive
Los Angeles, CA 90024
Attention: General Manager

GENERAL LEGAL TERMS

Right to Restrict Access

In addition to any other rights or remedies that may be available to Plaza la Reina, Plaza la Reina may, without any liability whatsoever, in its sole discretion terminate or restrict your access or use of this Site at any time and without notice.

Warranty Disclaimer

YOUR USE OF THE SITE IS AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

Limitation of Liability

NEITHER PLAZA LA REINA NOR ANY PLAZA LA REINA PARENT NOR ANY OF PLAZA LA REINA SUBSIDIARY, DIVISION, AFFILIATE, AGENT, REPRESENTATIVE OR LICENSOR SHALL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF YOUR ACCESS OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SITE OR ANY MATERIALS, OPINIONS OR RECOMMENDATIONS OF THIRD PARTIES ON THE SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF PLAZA LA REINA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, PLAZA LA REINA'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST PLAZA LA REINA, ITS PARENT, AND ITS SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES AND LICENSORS ARISING OUT OF YOUR USE OF THE SITE OR ANY MATERIALS, OPINIONS OR RECOMMENDATIONS OF THIRD PARTIES ON THE SITE.

Jurisdiction / Governing Law / Choice of Forum

This Site is controlled and operated by Plaza la Reina from its offices within the State of California, United States of America. Plaza la Reina makes no representation that the content or materials on this Site are appropriate or available for use in other locations. These Terms & Conditions and any dispute arising out of or related to the Terms & Conditions or use of Site shall be governed in all respects by and construed and enforced in accordance with the laws of

the State of California, U.S.A., without regard to its conflicts of law principles. Exclusive jurisdiction over any cause of action arising out of these Terms & Conditions or your use of the Site shall be in state or federal courts located in or near Los Angeles, California, U.S.A. You further agree to submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

Modifications

Plaza la Reina may, in its sole discretion and without prior notice, (a) revise these Terms & Conditions; (b) modify the Site; and (c) discontinue the Site at any time. Plaza la Reina shall post any revision to these Terms & Conditions to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

Severability

If any part of these Terms & Conditions is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. All other provisions of these Terms & Conditions shall remain in full force and effect.

No Waiver

Plaza la Reina failure to insist upon or enforce strict performance of any provision of these Terms & Conditions shall not constitute a waiver of the provision. Neither a course of dealing or conduct between you and us nor any trade practices shall be deemed to modify these Terms & Conditions.

Indemnity

You agree to indemnify Plaza la Reina for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Plaza la Reina, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms & Conditions, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Plaza la Reina will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

CONTACT

If you have any questions or concerns regarding this Site, please contact us at information@plazalareina.com As noted in the Privacy & Confidentiality section above, any communication or material transmitted to us via the Site or Internet e-mail is transmitted on a non-confidential basis.