

Site Usage and Information Agreement

IMPORTANT! THIS IS A BINDING LEGAL AGREEMENT (this "Agreement"). PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE. This Agreement governs your use of this site (collectively, the "Site") and is by and between Imocom Group (referred to herein as "Imocom", "we", "us", or "our") and you, on behalf of yourself and the buyer, member or supplier for which you have registered ("you"). By using, viewing, transmitting, caching, storing and/or otherwise utilizing the Site, the services or functions offered in or by the Site and/or the contents of the Site in any way, you have agreed to each and all of the terms and conditions set forth below, and waive any right to claim ambiguity or error in this Agreement. **If you do not agree to each and all of these terms and conditions please do not use the Site and leave the Site immediately.** We reserve the right, at our sole and absolute discretion, to change, modify, add, or remove portions of these terms at any time without notice and, unless otherwise indicated, such changes will become effective immediately; therefore, please check these terms periodically for changes. Your continued use of the Site following the posting of changes to this Agreement will mean you accept those changes. Please print and retain a copy of this Agreement, as it may be changed from time to time, for your records.

Terms Incorporated by Reference.

In addition to these Terms, You agree to the terms, conditions, and notices specified at the following links, which are hereby incorporated into this Agreement:

1. The terms and conditions of Imocom Online Privacy Statement are found at the following link: www.montesantoalgarve.com.
2. The terms, conditions, and notices applicable to Imocom's "Best Rate" are found at the following link: www.montesantoalgarve.com.
3. The terms and conditions, and notices applicable to the Imocom Preferred Guest program and related web site are found at the following link: www.montesantoalgarve.com.

II. ELIGIBILITY

The Site is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and the services offered by the Site are not available to minors. If you do not qualify, [click here](#) to leave the Site and do not use the Site. You must be eighteen (18) years of age or older to reserve a room on this website. If you are under the age of eighteen, you may contact the hotel directly for assistance. You also warrant that You are legally authorized to make the travel reservations and/or purchases for either Yourself or for another person for whom You are authorized to act.

This Site is to be used by You for Your personal use only. Commercial uses of this Site are strictly prohibited unless prior written consent from Imocom has been granted. You agree that You will not use this Site for chain letters, junk mail, "spamming", solicitations (commercial or non-commercial) or bulk communications of any kind including but not limited to distribution lists to any person who has not given specific permission to be included in such a list. In addition, You agree not to create a hypertext link from any web site controlled by You or otherwise, to this Site without the express written permission of Imocom. You agree not to pretend to be any other person or a representative of any entity, whether actual or fictitious, including an employee or agent of Imocom or any third party that provides services related to this Site.

The Site and the materials located on or through the Site are provided by us for informational purposes only, with the understanding that we are by the provision of these materials not engaged in the rendering of legal or other professional advice or service. The information contained in or through the Site is based upon sources believed to be accurate and reliable; and we have exercised reasonable care to assure the accuracy of the information. However, we make no representation or warranty as to such accuracy. These materials were prepared for us by personnel of our owned and managed hotels and others. They are made available to franchisees and others as an accommodation only. Franchisees and others retain ultimate control over the policies and procedures that they choose to implement at their hotel. By providing these materials, we do not intend to exercise any direction, oversight or control over those policies and procedures. For all of the above reasons, you should consult your own attorney or other appropriate professional for advice concerning the terms and conditions of this Agreement and/or compliance with any legal requirement.

III. RESTRICTIONS ON USE OF MATERIALS

All materials contained in the Site are the copyrighted property of Imocom, or its subsidiaries or affiliated companies and/or third party licensors. No material from the Site or any Internet site owned, operated, licensed, or controlled by us or our affiliates may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. For purposes of these terms, the use of any such material on any other Web, Internet, intranet, extranet or other site or

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Unless indicated otherwise, all names, logos, trademarks, service marks, trade dress and trade names are proprietary to Imocom, a subsidiary of Imocom, Imocom Group. (collectively "Imocom") in Portugal and other countries and may not be used by anyone for any purpose without our prior express written consent. We consider our trademarks to be valuable assets, and take infringement of them seriously.

Trademarks

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IV. SUBMISSIONS

We are pleased to hear from our users and welcome your comments regarding the Site and the products and services offered in connection therewith. Unfortunately, however, our long-standing company policy does not allow us to accept or consider creative ideas, suggestions, or materials other than those that we have specifically requested. We employ a talented staff and consultants who may be working on the same or similar ideas. We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by our professional staff and/or consultants might seem to others to be similar to their own creative work. Please do not send us any unsolicited original creative materials of any kind. While we do value your feedback on the Site and the services and products offered in connection therewith, we request that you be specific in your comments with respect to the same, and not submit any creative ideas, suggestions, or materials (unless specifically requested by us).

None of the Feedback shall be subject to any obligation of confidentiality on Imocom's part and Imocom shall not be liable for any use or disclosure of any Feedback. Imocom shall own all rights related to the Feedback (including without limitation intellectual property rights and moral rights) and shall be entitled to use of the Feedback without restriction for any purpose whatsoever, commercial or otherwise, without compensation to You.

You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to You the right to provide the proprietary rights to Imocom stated above.

If, at our request, you send certain specific submissions or, despite our request, you send us creative suggestions, ideas, notes, drawings, concepts, or other information (collectively, the "Submissions"), the Submissions shall be deemed, and shall remain, our property. None of the Submissions shall be subject to any obligation of confidence on

our part and we shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, we shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions.

Notice and Procedure for Making Claims of Copyright Infringement

Imocom respects the intellectual property rights of others. If you think that your work has been copied in a manner that constitutes copyright infringement, please provide our copyright agent with the following information:

1. a physical or electronic signature of the person authorized to act on behalf of the owner of the applicable copyright;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you that your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Imocom's copyright agent can be reached as follows:

Imocom, Legal Department, Av. D. Joao II, Lote 1.16.05, 13º Piso, Letra A 1998. Lisboa, Portugal

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing 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 the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has 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
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

V. PRIVACY, USE OF PERSONAL INFORMATION

Imocom respects the privacy of Users of this Site. Imocom provides the **Imocom Online Privacy Statement** so You will be informed about use of information Imocom collects at this Site. You hereby acknowledge and agree that You have read and consent to the terms of the Online Privacy Statement at the following link: <http://www.imocomresorts.com> which is incorporated by reference herein.

When You reserve or purchase travel services through this Site, information that You have provided us about You is provided to the airline, car rental agency, hotel, travel package vendor or other involved third parties to fulfil Your travel arrangements.

In addition, if You are registered as a member of the Imocom Preferred Guest program, Imocom may maintain information about You in a preferred guest profile. This Site is designed to minimize the need for You to re-enter such information from the preferred guest profile on the variety of reservation forms that appear when You use the Site. Such information in the preferred guest profile may be used by Imocom to automatically fill in certain forms that appear when You browse this Site for information and reservations, and when You utilize any other sites linked from this Site (such as Air, Car, and More; Special Offers; Imocom Weekend Escapes; Imocom Golf Packages; etc.). When You browse, reserve or purchase travel services through such sites, such information may be provided to the applicable vendors or other involved third parties to fulfil Your travel arrangements.

V. FORUMS AND PUBLIC COMMUNICATION

"Forum" means a chat area, message board, or e-mail function offered as part of the Site. If you participate in a Forum within the Site, if applicable, you must not: (i) defame, abuse, harass or threaten others; (ii) make any bigoted, hateful or racially offensive statements; (iii) advocate illegal activity or discuss illegal activities with the intent to commit them; (iv) post or distribute any material that infringes and/or violates any right of a third party or any law; (v) post or distribute any vulgar, obscene, discourteous or indecent language or images; (vi) advertise or sell to, or solicit others; (vii) use the Forum for commercial purposes of any kind other than to facilitate a transaction on the Site; (viii) post or distribute any software or other materials which contain a virus or other harmful component; or (ix) post material or make statements that do not generally pertain to the designated topic or theme of any chat room or bulletin board. You shall remain solely responsible for the content of your messages and shall indemnify and hold the Indemnified Parties harmless for the content of such messages. We reserve the right to remove or edit content from any Forum at any time and for any reason.

By uploading materials to any Forum or submitting any materials to us, you automatically grant (or warrant that the owner of such materials expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the universe. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

When participating in a Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated with in any chat room, message board, or other user generated content area. Information obtained in a Forum may not be reliable, and it is not a good idea to trade or make any investment decisions based solely or largely on information you cannot confirm. We cannot be responsible for the content or accuracy of any information, and shall not be responsible for any trading or investment decisions made based on such information.

"Chat Area" means any chat area, forum, message board, or similar service offered in conjunction with this Site. If You participate in a Chat Area, You agree that, in addition to complying with the Terms, You will not: defame, abuse, harass, threaten, or make any discriminatory statements about others; advocate illegal activity; use indecent, obscene or discourteous language or images; or provide content that is not related to the designated topic or theme of the Chat Area. You shall remain solely responsible and liable for Your use of the Chat Area. Imocom reserves the right to remove or edit content from any Forum at any time and for any reason, however, Imocom has no duty to do so, and is not responsible for the content or accuracy of any information in a Chat Area.

VI. CONTENT LINKED TO THE SITE

Links to other sites we think may be of interest to you are provided for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site.

Please exercise discretion while browsing the Internet and using the Site. You should be aware that when you are using the Site, you could be directed to other sites that are beyond our control. There are links to other sites from the Site pages that take you outside of the Site. For example, if you "click" on a banner advertisement or a search result, the "click" may take you off the Site. This includes links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control.

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In addition to the circumstances described above, Imocom may disclose information if required to do so by law, court order, as requested by other government or law enforcement authority, or in the good faith belief that disclosure is otherwise necessary or advisable including, without limitation, to protect the rights or properties of Imocom when we have reason to believe that disclosing the information is necessary to identify, contact or bring legal action against someone who may be causing interference with our rights or properties, whether intentionally or otherwise, or when anyone else could be harmed by such activities.

You agree that Imocom has no obligation to, but may monitor and review information You transmit over the Site. You agree that Imocom may censor, edit, remove or prohibit the transmission or receipt of any information that Imocom deems inappropriate or in violation of these Terms, and use any such information as necessary to provide the Site and/or to protect the rights or properties of Imocom. You agree that Imocom may also monitor and review stored information without restriction. You hereby acknowledge and consent to such monitoring and reviewing.

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We make no representations concerning the content of sites listed in any of the Site's directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to a Site.

Please keep in mind that whenever you give out information online, that information can be collected and used by people you don't know. We cannot guarantee the security of any information you disclose online; you make such disclosures at your own risk.

VII. DISCLAIMERS

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The Indemnified Parties are not responsible for telephone, electric, electronic, network, Internet, computer, hardware or software program malfunctions, failures, delays or difficulties, or late, lost, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail, e-mail, form postings, connections, messages or entries, or the security of any and all such matters.

Further, the Indemnified Parties are not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Site or by any technical or human error which may occur in the processing of any information related to the Site.

We may prohibit you from participating in or utilizing the Site if in our sole and absolute discretion you show a disregard for this Agreement or act in an unsportsmanlike manner, with the intent to annoy, abuse, threaten, or harass any other person, or in any other disruptive manner. We also reserve the right to refuse service, terminate accounts, remove or edit content or cancel orders in our sole and absolute discretion.

If for any reason any portion of the Site is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of IMOCOM which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Site, we reserve the right (but not the obligation) in our sole and absolute discretion, to prohibit you and any member, buyer or supplier (and all of your and their Information) from using the Site, and to cancel, terminate, modify or suspend the Site or any portion thereof and void such Information.

You also agree that the Indemnified Parties are not responsible or liable in any way for injury, loss or damage to your computer or interception or use of credit card information, related to or resulting from use of the Site or any sites, services or materials linked or related thereto or there from and also are not responsible or liable in any way for any injury, loss, claim or damage relating to or resulting from any part of the Site operating or not operating on computers or networks used by you or communicating with such computers or networks.

To the extent we list or link to third party products or services, our site acts as the venue for suppliers to sell products and services (or, as appropriate, solicit offers to buy) and buyers to purchase such products and services. We are not involved in the actual transaction between buyers and suppliers. As a result, we have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of suppliers to sell items or the ability of buyers to buy items. We cannot ensure that a buyer or supplier will actually complete a transaction.

We do not control the information provided by other users which is made available through the Site. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretence.

Although we intend that product descriptions contained in the Site be current and accurate, we make no warranty or representation that descriptions of products in the Site are accurate, complete, current, or reliable in any or all respects. In the event that a product described in the Site is not as described, your sole remedy is to return it in unused condition in accordance with the suppliers' return policy.

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The Site may contain technical inaccuracies or typographical errors or omissions. Imocom is not responsible for any typographical, photographic, technical or pricing (including without limitation mistaken hotel rates) errors listed on our Site. Imocom reserves the right to make changes, corrections and/or improvements to the Site, and to the products and programs described in such information, at any time without notice.

We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

We reserve the right to determine whether claims for Our Best Rate. Guaranteed. are valid and meet all of the defined requirements and terms and conditions of the program. All claims will be verified and confirmed. If a claim is deemed to qualify, the claimant will be contacted by Guest Services and claim will be handled according to the terms and conditions of the program.

VIII. INDEMNIFICATION

You are entirely responsible for maintaining the confidentiality of your password and account and for all activities that occur under your account. You hereby indemnify, defend and hold us and our hotels and each of our and their owners, partners, subsidiaries, affiliates, franchisees and each of such person's or entities' officers, directors, agents, contractors, subcontractors, guests, residents, visitors, licensees, invitees, permittees and employees (collectively, the "Indemnified Parties") harmless from and against any and all allegations, demands, claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorneys' fees) and whether by reason of death or injury to any person or loss of or damage to any property or otherwise ("Claims") arising out of or in any way connected with this Agreement, the services or products provided to you by the Site or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of IMOCOM or any agent or employee of the Indemnified Parties or any of them (except as and to the extent prohibited by applicable law) or Claims arising from your account, including, without limitation, any Claims related to infringement by you of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws. In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them, arising out of or connected with this Agreement, any such Indemnified Party may, by reasonable notice to you, require you, at your expense, to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

IX. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY LOST PROFITS, COST OF COVER, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE SERVICES OR FUNCTIONS OF THE SITE OR ARISING OUT OF YOUR ACCESS TO, OR INABILITY TO ACCESS, THE SITE OR YOUR RELIANCE UPON, THE SITE OR THE SERVICES, CONTENT OR MATERIALS IN, OR FUNCTIONS OF, THE SITE, PROVISION OF, OR FAILURE TO PROVIDE SERVICES, OR INFORMATION, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE). IN ADDITION, WE HAVE NO DUTY TO UPDATE THE SITE OR THE CONTENTS THEREOF. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY OF THE PRODUCTS, SERVICES, MEMBERS, SUPPLIERS AND/OR BUYER OFFERED IN CONNECTION THEREWITH OR ASSOCIATED THEREWITH, AS THE CASE MAY BE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SITE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMS HEREOF.

Personal Information, Credit Card Information

YOU AGREE THAT NEITHER IMOCOM NOR ANY OTHER PROVIDERS OF PRODUCTS OR SERVICES RELATED TO THIS SITE ARE RESPONSIBLE OR LIABLE IN ANY WAY FOR INJURY, LOSS OR DAMAGE TO YOUR COMPUTER, OR INTERCEPTION OR USE OF CREDIT CARD INFORMATION OR OTHER PERSONALLY IDENTIFIABLE INFORMATION, RELATED TO OR RESULTING FROM USE OF THE SITE OR ANY SITES LINKED OR ASSOCIATED WITH THIS SITE.

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In order to offer the services related to this Site, and fulfil reservations or orders users place on this Site, Imocom may use third party suppliers. You acknowledge and agree that, the carriers, hotels and other suppliers providing travel or other services for Imocom may be independent contractors, and not agents or employees of Imocom. Your credit card statements for products or services purchased on this Site may refer to such third-party suppliers or their respective fulfilment vendors, rather than to Imocom or the Property at which you may have booked a reservation.

You agree to the terms and conditions of purchase imposed by Imocom, each Property, and other suppliers of other travel services (air, land, or sea), which may include, but are not limited to, restrictions against back to back ticketing, hidden city ticketing and round trip for one-way ticketing. You also agree to pay all amounts, duties, taxes, and related charges arising out of Your use of this Site and of the services provided herein when due, including additional taxes and fees that may not be included in the quoted fare. You agree to comply with all rules regarding the availability of fares, products or services, including penalty fees arising from the failure of the User to comply with said rules. You understand that any violation of any supplier's conditions of purchase may result: in cancellation of Your reservation(s) or purchase(s); in Your being denied access to any flight(s), hotel(s), automobile(s), activities, or service; in Your forfeiting any monies paid for such reservation(s) or purchase(s); and in Imocom debiting Your account for any costs Imocom incurs as a result of such violation. You also agree to allow Imocom and each Property, and other suppliers of other travel services to charge the credit card on file for the payment of penalties arising from the Your failure to comply with such rules. Such payment will be collected without additional notice. You agree that You are completely responsible for all charges, fees, duties, taxes, and assessments arising out of Your use of this Site.

YOU AGREE THAT IMOCOM IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH THIRD PARTY SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM THE USE OF SUCH SUPPLIERS. IMOCOM HAS NO LIABILITY AND WILL NOT MAKE REFUNDS FOR ANY DELAY, CANCELLATION, OVERBOOKING OR OTHER CAUSES BEYOND IMOCOM'S DIRECT CONTROL, AND IMOCOM HAS NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSES RESULTING THEREFROM.

Property Reservations General Terms.

In addition to the other terms and conditions specified on this Site regarding our Properties, the following general terms and conditions apply to reservations booked on this Site:

Cancellation policies and other information about specific room reservations and properties may vary by Property and by the type of reservation. Individual rate rules, tax information, applicable charges and cancellation policies are displayed in the "Terms & Add'l Charges" section on the room reservation section of the Site.

If you plan to travel with your pet, we recommend that You confirm directly with the Property that they do, indeed, accept pets. Imocom accepts NO RESPONSIBILITY for an individual Property's pet policy.

For non-Portuguese properties or offers, rates confirmed in Euros or GBP, USD may be converted to local currency by the Property at Your time of stay, based on the exchange rate used by the Property and are subject to exchange rate fluctuations. Credit card charges are subject to additional currency conversions by banks or credit card companies, which are not within the Property's control and may impact the amount charged to your credit card.

Reservations made by one or more individuals or by an agency on the Site, on behalf of one or more proposed guests, and involving more than nine (9) rooms at the same Property for the same period of stay, must be directly through the Property. If more than nine (9) rooms at the same Property for the same period of stay are booked through any other method, Imocom reserves the right to cancel or impose additional requirements on such reservations.

Requests for specific features such as bedding type or non-smoking rooms are simply that, and while most Properties will strive to honour Your requests, neither Imocom nor the Property guarantee that Your request will be honoured.

Some rates have special requirements such as ACP membership or Senior Citizen proof of age at check-in. Verify that You qualify for the rate that You have booked. Properties are not obligated to honour this rate if You do not qualify.

Denial of Access

In its sole discretion, in addition to any other rights or remedies available to Imocom, and without any liability whatsoever to User, Imocom, at any time and without notice, may terminate or restrict User's access to this Site and any related services.

Headings

The headings used in these Terms are included by convenience only and will not limit or otherwise effect these Terms.

Assignment

You may not assign, convey, subcontract or delegate Your rights, duties or obligations hereunder.

Additional Terms

Additional terms and conditions may apply to reservations, purchases of goods and services and other uses of portions of this Site, and You agree to abide by such other terms and conditions.

Severability

These Terms shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

Attorney's Fees

If Imocom takes any action to enforce this Agreement, Imocom will be entitled to recover from You, and You agree to pay, all reasonable and necessary attorney's fees and any cost of litigation, in addition to any other relief, at law or in equity, to which Imocom may be entitled.

Modification

Imocom may at any time modify these Terms, and Your continued use of this Site will be conditioned upon the terms and conditions in force at the time of Your use. Accordingly, You agree to review these Terms periodically, and Your continued access, use and/or posting on this Site shall be deemed Your acceptance of the changed Terms.

EXCLUSION OF WARRANTY, DISCLAIMER

YOU AGREE THAT YOU USE THE SITE AT YOUR OWN RISK. THE SITE, AND ANY RELATED INFORMATION, CONTENTS AND/OR MATERIALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. IMOCOM HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT

LIMITED TO: WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; NON-INFRINGEMENT; AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE; OTHER THAN THOSE WARRANTIES WHICH ARE IMPOSED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

NO ORAL ADVICE OR WRITTEN CORRESPONDENCE OR INFORMATION PROVIDED BY IMOCOM WILL CREATE A WARRANTY OF ANY KIND, AND YOU SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

LIMITATION OF LIABILITY

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

Some jurisdictions do not allow the exclusion of consequential or incidental damages, so some of the foregoing exclusions may not apply to You. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST IMOCOM, ITS AGENTS, REPRESENTATIVES AND LICENSORS ARISING OUT OF, OR IN ANY WAY CONNECTED TO YOUR USE OF THE SITE AND/OR ANY RELATED PRODUCTS OR SERVICES.

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

YOU HEREBY WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THIS SITE BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH SUCH CLAIM OR ACTION IS BASED.

Indemnification

You agree to indemnify and hold Imocom and its subsidiaries, affiliates, officers, directors, agents and employees harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of Your breach of this agreement or the documents it incorporates by reference, or Your violation of any law or the rights of a third party. Imocom's failure to act with respect to a breach by You or others does not waive its right to act with respect to subsequent or similar breaches.

X. RELEASE

BY UTILIZING THE SITE, ALL USERS ACKNOWLEDGE AND AGREE THAT THE INDEMNIFIED PARTIES ARE RELEASED, DISCHARGED AND HELD HARMLESS FROM AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LIABILITY WITH RESPECT TO ALL ASPECTS OF THE SITE (INCLUDING WITHOUT LIMITATION, ANY ILLNESS, LOSSES, LITIGATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY, REASONABLE ATTORNEYS' FEES AND COURT COSTS) THAT MAY OCCUR FROM USE OF THE SITE OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF INFORMATION, MATERIALS, SERVICES OR PRODUCTS RELATED THERETO OR ACQUIRED THEREFROM. WE RESERVE THE RIGHT AT ANY TIME AND WITHOUT LIABILITY TO RESTRICT OR REFUSE ACCESS TO THE SITE AND ITS SERVICES, CONTENT, MATERIALS AND FUNCTIONS TO ANYBODY. WE FURTHER RESERVE THE RIGHT TO SEEK ANY FORM OF RELIEF, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, RELATED TO FRAUDULENT OR ILLEGAL ACTIVITY CONNECTED WITH THE USE OF THE SITE.

Because we are not involved in the actual transaction between buyers and suppliers, if applicable, in the event that you have a dispute with one or more users, you also on behalf of yourself, your predecessors, if applicable, and each of their present and former officers, employees, directors, shareholders, parents, subsidiaries, alter egos, affiliates, partners, agents, attorneys, accountants, heirs, executors, administrators, conservators, successors and assigns, as applicable, hereby fully and forever releases and discharges the Indemnified Parties, from any and all claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, expenses, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or suspected which have existed or may have existed, or which do exist or which hereafter can, shall or may exist, based on any facts, events or omissions occurring from any time on or prior to the execution of this Agreement which arise out of, concern, pertain or relate in any way to this Agreement or the Site. You also acknowledge that there is a possibility that subsequent to the execution of this Agreement, you will discover facts or incur or suffer claims which were unknown

or unsuspected at the time this Agreement was executed, and which if known by it at that time may have materially affected its decision to execute this Agreement. You acknowledge and agree that by reason of this Agreement, and the release contained in this section of this Agreement, you are assuming any risk of such unknown facts and such unknown and unsuspected claims.

XI. JURISDICTIONAL ISSUES

The products and/or services described in and available through the Site may not be available in your country. We make no representation that the services or products offered in the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If use of the Site and/or viewing or use of any material or content therein or services offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use the Site and must exit immediately. Your viewing and/or use of the Site constitutes your representation that you are unconditionally and without limitation permitted to view and use the Site and the Indemnified Parties may rely upon such representation.

XII. ACCESS AND INTERFERENCE

You will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the contents or information (including the Information) contained therein without our prior express written consent. You agree that You will not provide to Imocom and/or to this Site: (i) any viruses, worms, time bombs, and/or other computer programming routines that are intended to damage, detrimentally interfere with, intercept or expropriate any system, data or information; and (ii) any content that may create liability for Imocom or cause Imocom to lose (in whole or in part) the services of our suppliers.

You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted through the Site. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for any Information in which you have an ownership interest) from the Site without our prior express written consent or the appropriate third party.

The information (including the Information) you provide to us (i) shall not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and (ii) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

Passwords

You acknowledge that Imocom will know passwords that You use to access the Site. You acknowledge and agree that You are solely responsible for maintaining the confidentiality of Your information and passwords, and accept responsibility for all activities that occur under Your account or password. Imocom takes no responsibility and assumes no liability for any content posted or submitted by You or any users of Your account.

Mis-Communications / Lost Transactions

Imocom and any other providers of products or services related to this Site are not responsible for communication malfunctions, failures, or difficulties, or lost, stolen, or misdirected, transmissions, messages or entries, or the security of any such communications. Further, Imocom and any other providers of products or services related to this Site are not responsible for incorrect or inaccurate entry information, whether caused by User(s) or by any of the equipment or programming associated with the Site, or by any technical or human error that may occur in the processing of any information related to the Site. Imocom and any other providers of products or services related to this Site may cancel or modify reservations where it appears that a User has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

You agree that neither Imocom nor any other providers of products or services related to this Site are responsible for any damages that may arise as a result of any travel or hotel arrangements or other orders You request or make on this Site which are not processed or accepted for any reason.

XIII. NO AGENCY

You and IMOCOM are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

XIV. TERMINATION

These terms are effective until terminated by either party. You may terminate these terms at any time by discontinuing use of the Site and destroying all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under the terms of this Agreement or otherwise. Your access to the Site may be terminated immediately without notice from us if in our sole and absolute discretion you fail to comply with any term or provision of this Agreement. Upon termination, you must cease use of the Site and destroy all materials obtained from such site and all copies thereof, whether made under the terms of this Agreement or otherwise. Notwithstanding the termination of this Agreement, you acknowledge and agree that those rights and obligations which by their nature are intended to survive the termination of this Agreement in order to be fully operative, shall survive the termination of this Agreement including, without limitation, the following provisions hereof: (i) Restrictions on Use of Materials; (ii) Submissions; (iii) Disclaimers; (iv) Indemnification; (v) Limitations on Liability; (vi) Release; (vii) Access and Interference; (viii) Notice and Procedure for Making Claims of Copyright Infringement; (ix) Forum; (x) No Agency; and (xi) Compliance with Laws.

XV. GENERAL PROVISIONS

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Site and your solicitation of offers to purchase and/or sell products and/or services. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to the terms of this Agreement shall be filed only in the state or federal courts located in Los Angeles County, California and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and shall not be modified except as otherwise set forth herein. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall any waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver. You agree that you will execute and deliver to us, in recordable form if necessary, such further documents, instruments or agreements, and shall take such further action, that may be necessary or appropriate to effectuate the purposes of this Agreement.

XVI. DIGITAL SIGNATURE PROVISIONS

You represent and warrant that you have the legal right, power and authority to agree to the terms of this Agreement on behalf of yourself and the member, buyer or supplier participating in the Site. You further agree that your use constitutes an electronic signature and that you have formed, executed, entered into, accepted the terms of and otherwise authenticated this Agreement and acknowledged and agreed that this Agreement is an electronic record and as such is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by you and the member, buyer or supplier on whose behalf you are acting.

Governing Law

Any disputes arising out of or related to the Site shall be governed by and construed and enforced in accordance with, the laws of the Portugal applicable to contracts entered into and to be performed entirely within the Council of Lisbon. Use of this Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation this paragraph.

Entire Agreement

These Terms, together with those incorporated herein or referred to herein (including, without limitation, the Imocom Online Privacy Statement) constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site.

Revised: February 2009