

## Marriott Global Source

### North America Franchisee User Terms and Conditions

Marriott requires all users of Marriott's Intranet ("Marriott Global Source" or "MGS" formerly know as "The Franchise Source") to appropriately use and protect MGS and all content. To that end, before you will be provided with access to MGS, we require that you carefully read and agree to abide by these user terms and conditions described below. If you cannot agree to the terms and conditions below, you will not be granted access to MGS and should send an e-mail describing your concerns to [Ownerfranchiseservices@marriott.com](mailto:Ownerfranchiseservices@marriott.com).

By clicking on the "I Accept" button below, you hereby accept and agree on behalf of yourself and, if you are being given access as a third party representative of an owner, on behalf of such owner, to be bound by the following terms and conditions:

#### **1. Communication of Information.**

If you are accessing MGS as or on behalf of an owner, you agree that the information and communications provided on MGS or by e-mail is being provided in conjunction with information and communications in a non-electronic format, and such information and communications will be deemed to comply with the reporting and notice provisions of the management and other applicable agreement(s) applicable to such owner with respect to financial reports, routine information and other System requirements and programs.

In the future, the information and communications provided on MGS or by e-mail will be provided in lieu of information and communications in a non-electronic format, and such information and communications will be deemed to comply with the reporting and notice provisions of the management and other applicable agreement(s) applicable to such owner with respect to financial reports, routine information and other System requirements and programs.

#### **2. "Intranet" Definition.**

For purposes of these terms and conditions, the term "intranet" refers to the internal Marriott websites for the use of associates and other authorized third parties including all of the content, information, applications, data, images, and other materials accessible on these websites which are categorized under content specific labels such as "MGS – NALO Associate", "MGS – NALO Franchisee", "MGS – NALO Owner", "MGS – Intl Associate", "MGS – Intl Franchisee", "MGS – Intl Owner", and Business applications (referred to hereafter as "MGS").

#### **3. Confidentiality and Proprietary Rights.**

MGS is confidential and proprietary to Marriott International, Inc. and its affiliates ("Marriott"), and is protected by international and United States copyright law. Its contents may not be reproduced, disclosed, distributed, displayed, modified or used without the express prior written consent of Marriott. You may not disclose your password, or any other means of access to MGS to any other individual or entity without the express prior written consent of Marriott. No proprietary rights are granted to any individual or entity by virtue of access to MGS, including copyright, patent or trademark rights.

#### **4. Authorized Access.**

Access to and use of MGS is permitted only for (i) current associates of Marriott; (ii) current authorized consultants, auditors, and service providers of Marriott, who (a) have a need to access MGS in the course of fulfilling their assigned Marriott job functions or performing services for Marriott, (b) have been specifically authorized by Marriott to access MGS and (c) agree to abide by these Terms and Conditions or (iii) current authorized consultants, auditors,

and service providers of Marriott franchisees, who (a) Marriott franchisees have requested be afforded access to MGS in the course of performing services for such franchisee, (b) have been specifically authorized by Marriott to access MGS and (c) agree to abide by these Terms and Conditions. Access to or use of MGS by any other persons is strictly prohibited without the express prior written consent of Marriott. Access to and use of MGS may be revoked or restricted at any time at the sole discretion of Marriott. Your access and use of MGS may be monitored by Marriott at any time, with or without notice, and shall not in any way be deemed to be private or personal to you.

#### **5. Personally Identifiable Information.**

You will not be asked to enter any personally identifiable information other than to verify your identity and authorization to use the intranet, business applications and for other Marriott internal business purposes. Any personally identifiable information you provide on pages that allow you to submit comments or questions is provided at your choice and this information is transferred to servers in the United States. This information will not be used for any purpose other than the purpose for which it was submitted.

#### **6. Links to Other Websites.**

All links to non-Marriott sites can only be to the home page of the third party website. You are prohibited from posting in MGS URLs that link to any pages of third party sites other than their home pages. Content on third party web sites are not under Marriott's control and Marriott is not responsible, in any way, for such content. Any links to third party sites will be provided as a convenience to you and should not be implied as an endorsement of another company, web site or product.

#### **7. Purpose of Access and Interference.**

MGS may only be used for the benefit of Marriott and Marriott branded hotels and may not be used for the benefit of any third party or individual without the express prior written consent of Marriott. You are prohibited from using or attempting to use MGS to access applications or information to which you do not have authorization, or to circumvent or attempt to circumvent any security mechanisms employed by Marriott to control access. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without Marriott's prior express written consent. In addition, you agree that you will not take any action that imposes any unreasonable or disproportionately large load on our infrastructure. Any unauthorized access or use of MGS shall be subject to appropriate disciplinary actions, up to and including termination, or other appropriate legal actions.

#### **8. Disclaimers.**

MGS IS MADE AVAILABLE TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. MGS MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. MARRIOTT RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS AT ANY TIME WITHOUT NOTICE OR LIABILITY. IN NO EVENT WILL MARRIOTT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER DAMAGES, LOSSES, COSTS OR EXPENSES RELATING TO USE OF THE INTRANET, WHETHER ARISING IN TORT OR CONTRACT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **9. Protection of Existing Agreements.**

Except as set forth in these terms and conditions, neither your access to MGS nor your use of its content shall be construed to establish any new contractual or other commitment of any kind

on behalf of Marriott, or to alter or amend any existing contractual or other commitment that exists between your company and Marriott or a Marriott affiliate.

**10. Trademarks.**

Marriott, MGS, and the other trade names, trademarks, and service marks of Marriott are the exclusive property of Marriott, and no use thereof is permitted without Marriott's express prior written consent.

**11. Disputes.**

These terms and conditions will be interpreted in accordance with the laws of the state of Maryland , without regard to its conflicts of laws principles. You hereby consent to the exclusive jurisdiction of state and federal courts located in Maryland . You agree that your breach of these terms and conditions will result in irreparable harm to Marriott, and that Marriott is therefore entitled, as a non-exclusive remedy, to obtain injunctive relief in response to a breach of this agreement.

**12. Revisions.**

Marriott reserves the right to change these MGS User Terms and Conditions from time to time at its sole discretion. We will include a notice on the website when the Terms and Conditions are changed. Your continued use of MGS after such revision constitutes your acceptance of the changes. Your use of MGS will be subject to the most current version of the MGS User Terms and Conditions posted at the time of such use. You should periodically check the most recent MGS User Terms and Conditions to view the then-current terms.

If you become aware of any instance of unauthorized access to the MGS , or any content, or the misuse of this resource, you should notify the Marriott Business Integrity line at 1-888-888-9188 (North America locations) or 001-703-319-1806 (International locations) to report the incident anonymously. You may also report any such instances via e-mail to [privacy@marriott.com](mailto:privacy@marriott.com).

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