

GENERAL SALES TERMS AND CONDITIONS

THESE GENERAL SALES TERMS AND CONDITIONS APPLY TO ALL RESERVATIONS AT THE “HOTEL BARRIERE FOUQUET’S NEW YORK” MADE BY INDIVIDUAL CLIENTS.

1. Introduction

1. These General Sales Terms and Conditions outline the procedures and conditions applicable to all available Services offered by CBCS Washington Street LP, owner of the HÔTEL BARRIERE FOUQUET’S NEW YORK (hereinafter referred to as “the Hotel” or “CBCS”) operated by Hotel Barriere Management USA Company LLC and F&B MANAGEMENT USA LTD, to its clients (hereinafter referred to as “the Client(s)”), particularly the reservation process to be used for the Hotel.

- The www.hotelsbarriere.com website:
 - Groupe Lucien Barrière SAS, a French-based company, operates the “Hôtels Barrière” reservation website, www.hotelsbarriere.com. This website showcases the Hôtels Barrière establishments managed by Groupe Lucien Barrière SAS subsidiaries, the company SFCMC and its subsidiaries, and Barrière brand-affiliated companies. This website allows users to book rooms in the Groupe Barrière's hotels.
- By calling the Hotel at (917) 588-4291 (US phone number – fees apply), or our reservation desk at (917) 672-0935 (US phone number – fees apply) or +33 (0)9 70 818465 (international phone number - fees apply).
- By calling any of the Hôtels Barrière establishments’ reception desks, which will redirect to the reservation center.
- In person at a the Hotel reception desk.
- On travel global distribution systems and on Booking.com.
- By a select few agencies (Signature, Virtuoso, Internova, FHR, Amex,...).
- Through our Partners.

2. Reservation through the www.hotelsbarriere.com website, calling our reservation desk, calling any Hotels Barriere establishment reception desk, or visiting a Hotels Barriere reception desk are the best ways that Clients will be provided with the information needed to make their reservation choices.

3. All reservations made via the www.hotelsbarriere.com website require Clients to read and click the “I Accept” box next to the scrolling field containing these General Sales Terms and Conditions. They are in addition to the terms and conditions for the room and rate chosen to be reserved as stated in the description in the applicable fields. Clicking “I Accept” means the Client confirms having read and accepted these General Sales Terms and Conditions for the rate booked prior to submitting their reservation. No reservation is valid without this express agreement.

When making a reservation by other methods, the Client will be given or emailed the General Sales Terms and Conditions prior to completing their reservation. When a reservation is made by phone, the material terms of the reservation will be summarized by the Hotels Barriere representative prior to completing the reservation.

4. Clients may save or print these General Sales Terms and Conditions using the standard features and functions of their browsers or computers.

5. The following information is displayed on the Website:

- A legal notice giving specific identifying details for the Hotel, including its business name, head office, email address and telephone number to be used for contacting it.
- The key characteristics for the accommodation offered by the Hotel. Photos of accommodations are for illustrative purposes only; differences with the actual room décor and view from windows may occur.
- The key characteristics of any optional or add-on services offered.
- Prices including all taxes and fees.
- The material terms and conditions for the applicable reservation rate.
- Payment methods.
- General Sales Terms and Conditions.
- The dates applicable to prices and special offers.

6. All reservations are for Clients' own personal use.

7. All information displayed on the www.hotelsbarriere.com website is provided in French and other languages.

8. By making a reservation, each Client represents that he or she has the full legal capacity to enter into an enforceable contract pursuant to these General Sales Terms and Conditions.

The Hotel reserves the right to request documentation needed to authenticate the signature provided on the parental/guardian permission in question.

2. Definitions

For the purposes of these General Sales Terms and Conditions, the following terms shall have the given definitions:

- “Reservation Summary”: a digital document summarizing the characteristics of the Services chosen by the Client on the www.hotelsbarriere.com website. Except for reservations made by phone, this document will be provided prior to the Client accepting these General Terms and Conditions of Sale, and prior to them providing their bank card details for prepayment or a deposit. When reservations are made by phone, the material terms will be summarized by the hotel reservations representative prior to completion of the reservation, and the client must affirmatively agree before the reservation is final.

- “Reservation Confirmation”: a digital document sent to a Client confirming the reservation, which will include the features of the Services reserved by the Client on the www.hotelsbarriere.com website or the other methods of reservation.
- “Client”: a natural person acting exclusively for their own personal needs and interests.
- “Terms and conditions for the rate reserved”: Price applied on the date selected by the Client for their chosen room category with or without breakfast, with its related terms and conditions for payment, date changes, reserved Services and cancellations.
- “Reservation request”: a request made by the Client to book rooms, products and Services in the Hotel.
- “Hôtel Barrière”: refers to a hospitality establishment run by the applicable Groupe Lucien Barrière SAS subsidiary, the company SFCMC or one of its subsidiaries, or a company affiliated with the Barrière brand.
- “CBCS” refers to CBCS Washington Street LP, the owner of the Hotel.
- “GLB”: refers, individually and collectively, to Groupe Lucien Barrière SAS, and each and every subsidiary and affiliated business entities, the company SFCMC SA and each and every subsidiary and affiliated business entities, including Hotel Barrière Management USA Company LLC and F&B MANAGEMENT USA LTD, and companies affiliated with the Barrière brand.
- “Partners”: refers to all service providers with a service provision contract or partnership agreement with the Hotel.
- “Service”: room, product and Service reservations made in the Hotel by the Client.
- “Website”: the www.hotelsbarriere.com website.

3. Scope

1. These General Sales Terms and Conditions describe the rights and obligations of both the Client and the Hotel for all types of reservations (including remote reservations) for the Services offered by the Hotel.
2. They govern all the steps necessary to reserve and follow up on a reservation made between the contracting parties.
3. The Client confirms having read these General Sales Terms and Conditions for the reservation made and the rate applied, and fully accepts them.

4. Changes/amendments

The Hotel reserves the right to modify or add to all or part of these terms and conditions of sale at any time. In the event that changes are made, the new version of the General Sales Terms and Conditions shall be made available on the Website along with the date from which they apply. Clients are advised to check the General Sales Terms and Conditions on a regular basis to stay abreast of any potential changes. Clients shall be

bound only by the version of the General Sales Terms and Conditions in force at the time at which the Client reserves the chosen Service.

5. Reservations

1. Clients select their chosen Services from among the options on offer from the Hotel in accordance with their needs.
2. Clients confirm they understand the nature, price, destination and reservation process for the Services available, and confirm they have requested and received any additional and/or necessary information they may need, in particular with respect to the General Sales Terms and Conditions for the rate selected, in order to complete their reservations.
3. Each Client may book up to three (3) rooms for his or her personal use per reservation via the Website. To book more than three rooms, the Client may contact the sales teams by clicking on the designated link at the bottom of the website page, contact the reservations center directly, or the Hotel.
4. Subject to applicable law such as the Americans with Disabilities Act, Clients are responsible for their choices of Services and for informing the Hotel of their special needs.
5. The reservation is deemed to have been accepted by the Client at the end of the reservation process.
6. All reservations are made under the Client's name and can under no circumstances be transferred to a third party, whether free of charge or for a fee. Any reservation made for a third party must be made under that occupant's name.

6. Reservation process

1. Reservations can be made directly by the Client online via the Website, or by contacting the Hotel at (917) 588-4291 (US phone number – fees apply), or our reservation desk at (917) 672-0935 (US phone number – fees apply) or +33 (0)9 70 818465 (international phone number - fees apply).
2. Reservations are valid and binding upon clicking “Submit” on the website www.hotelsbarriere.com or agreeing to phone or in person reservation summaries. Reservations are confirmed upon the Client's receipt of this reservation confirmation, sent by the Hotel.
3. The Client undertakes to provide all requested mandatory reservation details prior to making a reservation.
4. The Client represents that the information provided is true and accurate.

5. The reservation process consists of the following steps:

Step 1 - The Client browses the various Hôtels Barrière hotel options on offer, selects a room and terms and conditions for the rate booked;

Step 2 - Where applicable, the Client selects one or several add-on services;

Step 3 - The Client is presented with a reservation summary including the total price, terms and conditions for the rate quoted including payment, cancellation and amendment conditions if needed for their choice of services (date, room, rate, add-on services) and information concerning applicable taxes;

Step 4 - The Client enters their contact details;

Step 5 - General Sales Terms and Conditions:

- o On the Website, the Client clicks the “I Accept” box next to the hypertext link referring to these General Sales Terms and Conditions. This means that the Client has read, understood and accepted the General Sales Terms and Conditions and the terms and conditions of the applicable reservation prior to finalizing the reservation by clicking Submit. No reservation can be made without this acceptance.
- When making a reservation by other methods, the Client will be handed or emailed the General Sales Terms and Conditions prior to completing their reservation. When a reservation is made by phone, the material terms of the reservation will be summarized by the Hotels Barrière representative prior to completing the reservation. No matter which reservation method is used, the Client will receive an email confirming all details of the reservation. A reservation is an enforceable contract.

Step 6 - The Client enters bank card details where establishments request deposits, prepayments, or guarantees of payment in case of No Show or Late Cancellation.

Step 7 - The Client clicks on “Submit” on the www.hotelsbarriere.com website or orally agrees by phone or in person to the recitation of material terms by the hotel reservations representative, thus entering a binding agreement with the Hotel. When making prepayments (especially for non-flexible rates), the contract doesn't go through until the Hotel's bank receives the funds from the Clients' bank.

Step 8 - The Client receives a Reservation Confirmation email. This email restates the date of the reservation, Services booked, prices inclusive of all taxes, the terms and conditions for the rate agreed upon, the cancellation conditions that the Client has accepted, General Sales Terms and Conditions and the address of the Hotel.

- o In the event that the Client does not receive this email in the 24 hours following reservation, the Client is responsible for contacting the reservation center or the Hotel in question to ensure the establishment has received their details and the reservation is confirmed.

7. Changes and cancellations made by the Client

1. The Reservation Confirmation specifies the terms and conditions for cancelling and/or amending their reservation agreed upon by the Client during the reservation process. Reservations that feature prepayment for a non-refundable and binding rate cannot be changed and/or cancelled.

2. Curtailed or interrupted stays that feature a prepaid reservation at a non-refundable and binding rate cannot be refunded *except* under circumstances that meet the force majeure criteria set out herein.

In those cases where the terms and conditions for the rate booked expressly permit reservation cancellation or modification:

- Cancellations for reservations made via the Website can be made directly from the Reservation Confirmation sent by e-mail, via the reservation center or directly with the Hotel.
- For reservations made via the reservation center or directly with the Hotel, cancellations can only be made via the reservation center or directly with the Hotel.
- Changes to reservations can be made directly with the Hotel, the telephone number for which can be found on the reservation email sent to the Client.

3. In the event of a No-Show, meaning a reservation that is not cancelled respecting the cancellation deadline date and time as specified in the reservation confirmation, but where the Client nonetheless fails to check in at the Hotel on the day booked, and where the reservation was secured via bank card details or prepayment, the Hotel will debit the amount for one booked night, or will retain the amount prepaid. For stays where multiple nights are booked, the cancellations terms apply in accordance with the terms and conditions for the rate booked as restated in the Reservation Confirmation.

8. Cancellation made by the Hotel /Force Majeure

Clients agree not to hold CBCS or GLB responsible by the Client in the event that they fail to fulfill their obligations as a result of a force majeure.

Similarly, GLB and CBCS will not hold Clients responsible should the latter fail to fulfill their obligations as a result of force majeure.

- A “force majeure” is any delay affecting the hotel’s ability to perform its obligations hereunder which shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, actions by governmental authority (whether valid or invalid), fires, floods, severe weather conditions such as hurricanes, explosions, riots, natural disasters, wars, sabotage, terrorist events, labor problems, interruptions in public utilities, or other circumstances that prevent the hotel from safely providing accommodations to Clients.

In the event of a force majeure, the booked Hotel will do its best to find an alternative accommodation ; would Barriere fail to find such alternative accommodation, a full refund of accommodation price will be offered to the client, with exclusion of any additional costs engaged by the clients that is not benefiting to Barriere.

Clients agree not to hold CBCS or GLB liable for damages of any kind that may result from temporary or permanent unavailability of all or part of the Website or its associated Services, such as the online booking section, private account area or unavailability of the booking center.

9. Staying at the Hotel

1. All Clients staying overnight at the establishment are required to show valid proof of identity upon registration. If a Client fails to do so, the Hotel may refuse to provide such person with a room and/or cancel the reservation, with no right to a refund where applicable, in accordance with the terms and conditions for the rate booked.

2. Clients may invite third parties to their rooms only following the Hotel's express approval. Such third parties must conduct themselves in the same manner as required of Clients as set forth herein.

2. Except as to “service animals” (a dog that has been individually trained to do work or perform tasks for an individual with a disability which are directly related to the person's disability) cats and dogs are welcome *provided* they are kept on a lead or in a carrying case in all public areas of the establishment, it being understood that the Hotel reserves the right to refuse access to all types of pets and animals to comply with local law or in the event of a threat to other occupants’ safety (except for bona fide service animals). For reasons of hygiene, animals other than bona fide service animals are not permitted in the restaurant areas. In order to safeguard peace of mind for all guests, animals must not be left alone without surveillance.

An add-on fee per animal may be billed to cover the additional cleaning necessary so that other Clients do not suffer allergic reactions. For further details, we invite you to consult the Website's Hotel fact sheet for the terms and conditions that apply.

3. Clients use of hotel rooms and public spaces is expressly conditioned upon using these areas in a reasonable fashion that does not adversely affect other Clients, members of the public or staff. Conduct that has an adverse effect includes but is not limited to

noisy or disruptive demeanor such as being under the influence of alcohol or other substances, Clients whose behavior or conduct is contrary to health and/or safety, public decency, public order and/or the safe and comfortable use of rooms by other Clients.

- The Hotel has a series of [Internal Rules](#) and Clients are required to abide by them. Please read them. The [Internal Rules](#) are hereby incorporated by reference into these General Sales Terms and Conditions. Clients accept and undertake to comply with these rules and regulations, the provisions of which apply to both the Client themselves and any of their guests. Should the provisions of these rules be breached, the Hotel may elect to immediately remove the Client and any associated occupants with no compensation and/or refund if payment has already been made. They may equally deny them any future reservations, in all other Hôtels Barrière establishments.

4. Any damage caused by the Client or the occupant(s) under their responsibility, whether in their rooms or in the various spaces used by them may be directly billed to the Client in question.

5. For health and safety reasons, and to ensure comfort for all our Clients and visitors, smoking is strictly prohibited inside the hotel. Clients expressly agree to reimburse the hotel for any fine or penalty assessed by a governmental agency if a Client fails to comply with any smoking ban notices, if such a notice is in place.

6. Unless expressly stated to the contrary, the Client must vacate their room before noon on the last day of their reservation. Failure to do so shall result in an additional night being billed.

10. Liability

1. The photographs shown on the Website are for illustrative purposes only and not contractually binding. Although every effort is made to ensure the photographs, graphic depictions and texts used to illustrate the Hotels on offer provide as accurate a glimpse as possible of the accommodation available, variations may exist, notably due to changes in furniture and furnishings or any potential renovations that may take place. This does not give rise to any right or claim.

2. In compliance with the laws and regulations governing intellectual property rights, any use and/or reproduction of any element that includes the Hotel offers presented on the Website is strictly prohibited, as is any reproduction of Hôtels Barrière's décor and/or trademark and/or trade dress characteristics.

In order to respect other Hôtels Barrière Clients' rights to privacy and their images, Clients are prohibited from photographing other Clients within the Hotel or on its premises without their prior consent and/or from publishing photographs taken in the aforementioned conditions.

3. Client agrees not to hold CBCS or GLB responsible for any direct or indirect damages caused by any third party over whom/over which the CBCS and/or GLB has no control.

4. Hyperlinks may redirect to websites other than the GLB or Groupe Lucien Barrière's Websites. The Group assumes no liability with respect to the content of said websites and the Services offered. Both the Groupe Lucien Barrière and Hôtels Barrière have put in place protection and security measures to safeguard their information system from any malicious activities. However, in logging on to the Website and making a reservation, the Client acknowledges and accepts the characteristics and limitations of the Internet, the risk that some data may be intercepted or hacked, or the risk of viruses on the Client's computers and computer networks. Clients agree that CBCS and GLB shall not have any responsibility in the event of misuse or incidents related to using a computer or any device for the purposes of accessing the Internet, for the maintenance or malfunctioning of the Website or any other technical connection, and for communicating with any address provided by a Client. Notwithstanding the foregoing, CBCS and GLB will comply with data breach notification laws.

5. Any reservation or payment deemed improper, invalid, incomplete or fraudulent for which the Client is responsible shall result in the order being deemed null and void at the Client's expense, notwithstanding any civil or criminal action taken against the latter.

6. Proper attire is required in the Hotel's restaurants and public spaces. Clients are requested to remain courteous and respectful in their dealings with Hotel staff. Clients undertake to abstain from any verbal or physical violence, racist speech and conduct, and any form of harassment and intimidation.

11. Prices

1. Prices for reservation Services are given prior to and upon reservation.

2. Displayed prices are given per room for the stated number of guests and chosen date(s). Unless otherwise specified, additional Services (breakfasts, half-board, full-board, etc.) are not included in the basic price. The total amount for the Services reserved shall be stated prior to concluding the reservation. Prices given include taxes applicable on the day on which the reservation was made, and any changes to the tax rate shall automatically be applied to the prices given on the date of invoicing.

3. All prices quoted and payable for reservations in the United States shall be in US Dollars. Prices quoted are valid only for the specific reservation dates and only on the date on which they are quoted.

4. Taxes specific to the terms of each reservation are payable in person at the Hotel reception, except if the reservation is prepaid online, in which case the amount will be included in the payment.

5. Client acknowledges the obligation to pay sales and any other applicable tax to the Hotel without question or objection.

12. Payment

1. The Client is required to provide payment details either (i) to prepay the entire reservation prior to arrival, or (ii) to provide a reservation guarantee in the event of a No-Show or Late Cancellation. With respect to bank cards, the details required are: the bank card number without spaces between the digits, the expiration date and the applicable security code for prepayments. The same bank card must be used must at the time of the stay.

Hôtels Barrière has chosen to use Planet (Payment Service Provider) for secure online bank card payment via 3D Secure. The Client's payment card will undergo security checks (outstanding amount check, bank card country check, IP address country check, etc.) by the designated partner, and may be refused for several reasons: Stolen or blocked card, maximum limit reached, input error, etc. In the event of any issues, the Client will need to contact both the applicable bank and the establishment or any other entity in order to make the Service reservation and the required payment.

Online payment methods include Visa, Mastercard, American Express cards, Discover Cards and JCB cards. This list may be amended.

2. Payment is debited by the Hotel during the stay, unless under special terms and conditions or for special prices where payment is taken upon reservation (some rates require prepayment).

3. When reserving a stay with the reservation center or establishment for an amount over USD \$5,000, the Client will always be asked to make their payment by bank transfer.

Payment by transfer is also an option for lower amounts or when expressly requested by the Client.

4. In the event of payment on site at the Hotel, the Client must always provide the Hotel with the bank card used to make the reservation or prepayment, as a way of confirming the Client's identity. The Hotel may also request the Client show proof of identity in order to prevent bank card fraud.

If the Client has not prepaid for their stay, the establishment shall ask the Hotel upon arrival for a guarantee deposit or authorization to debit their bank card with a view to guaranteeing the stay for a total of all booked nights with the addition of an extra USD \$350 per person and per day in order to cover guarantee for any extras. This same guarantee shall be required from all third-party guests.

If the Client has prepaid for their stay, the establishment may ask the Client for a fixed rate of USD \$350 per person and per day to cover guarantee for any extras.

For sales made over the phone, the Client's signature on the receipt will be required upon their arrival at the Hotel.

5. In the event of a No-Show, meaning a reservation that is not cancelled, but where the Client nonetheless fails to check in at the Hotel on the day booked, where the reservation was guaranteed via bank card, the Hôtel will debit the amount for one booked night to recoup the cost of a no-show. If multiple nights were booked, the cancellation terms and conditions set forth on the Website or as disclosed by phone or in person apply as detailed in the reservation confirmation.

6. Upon prepaying, the amount debited upon reservation includes: the price of the accommodation, accommodation-related taxes, the price of food and drink if requested and related taxes, and the price plus taxes of any other additional service selected by the Client.

13. Personal data

1. The personal data requested as part of your reservation, i.e. your title, surname, first name, your postal address, your phone number with country code, your email address, your payment card details (number, type of card, cardholder's name, expiration date and security code), as well as any data communicated on our website or generated by your browsing constitute confidential data upon transmission to us.

2. This data is only accessible to CBCS and GLB companies as well as their subcontractor tasked with managing our reservations pages, and are intended for use in processing your reservations and stays, and for sending you our newsletter if the associated box is ticked, or for answering your queries or sharing offers with you. The data is stored for the duration needed for the business relationship between the Client and the Hotel, Groupe Lucien Barrière and/or Hôtels Barrière.

3. Certain details requested in the forms are required and marked by an asterisk. If you choose not to provide us with such information, we cannot process your request.

4. If you reside in the European Union, your rights to access, correct, delete and limit the use of your data are subject to the General Data Protection Regulation and the applicable implementing laws of Member States. If you reside in California, your rights are governed by California law. See the [Privacy Policy](#). Resident of the United States will be accorded the same rights as residents of California.

You also have the right to oppose the processing of your data, provided you have legitimate reasons, and the right to object to the processing of your data for the purpose of commercial prospecting as well as the right to give us instructions on the fate of your data after your death.

To learn more about the processing of your data and all of your rights regarding your personal data, please consult our [Privacy Policy](#).

To exercise your rights, please contact the Groupe Lucien Barrière personal data protection officer by writing to 33 rue d'Artois, Paris (75008) – France, or by emailing: dpo@groupebarriere.com.

5. When processing your data requires us to transfer your data outside the European Union, these transfers are made with all appropriate guarantees and safeguards in place. When sharing this data requires it to be transferred to the United States, the transfer in question is carried out in line with Privacy Shield certification, or the EU-wide standard contract terms.

For the purposes of processing reservations, transfers to our non-EU establishments are conducted in line with EU-wide standard contract terms. You can request a copy of these documents by writing to our personal data protection officer at: dpo@groupebarriere.com.

The Client agrees to this transfer for the purposes of executing the contract.

14. Agreement on evidence

1. Handwritten signatures are not required to complete a reservation contract. Completing the reservation process Steps is deemed as legally valid as a handwritten signature.
2. The computerized records stored in the Hotel's computer systems are kept in reasonable security conditions. Clients agree that the digitized records constitute proof of communication, orders and payments made between the parties.

15. Full obligations

1. The terms and conditions for the rate booked by the Client, the reservation confirmation and these General Terms and Conditions of Sale collectively constitute the entire agreement between the Hotel and the applicable Client (the "Agreement"). This agreement supersedes all other communications between the parties relative to the terms of the applicable reservation.
2. This Agreement may not be amended except in writing signed by an authorized officer of the Hotel and the Client. No general or special conditions expressed by the Client may be incorporated into these general terms and conditions.
3. In the event of conflict between the Reservation Confirmation and these General Terms and Conditions of Sale, the provisions of the Reservation Confirmation shall prevail as the matters specified in the Reservation Confirmation.
4. No waiver of any provision or of any breach of this Agreement shall be effective unless made in writing and signed by an authorized representative of such party nor constitute a waiver of any other provisions or any other or further breach.
5. In the event that any provision of this Agreement shall be deemed unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

6. All notices to a Client shall be delivered to the street address or the email address provided by the Client. All notices to the Hotel shall be delivered to either:

- Hotel Barrière Fouquet's New York, attn. General Manager, 456 Greenwich Street New York 10013 NY, USA, or
- Groupe Lucien Barrière, 33 rue d'Artois, 75008 Paris, France

6. This Agreement shall be governed by the laws of the United States and the State of New York without reference to conflict of laws principles. Any dispute shall be resolved pursuant to Section 17, Mediation and Arbitration.

17. Mediation and Arbitration

In the event of a dispute, the following process should be followed:

1. A Client should contact customer service:

service-client@groupebarriere.com

2. If after having contacted customer service and following a lack of satisfactory response within a period of 60 days, the Client can approach the French Tourism and Travel ombudsman as follows:

Tourism and Travel Ombudsman

- Postal address: MTV Médiation Tourisme et Voyage BP 80303 – 75823 PARIS CEDEX 17, FRANCE
- Email: info@mtv.travel
- Details: <http://www.mtv.travel>

3. If:

a) the Tourism and Travel Ombudsman's response is not satisfactory, or

b) if the Hotel has a dispute with the Client,

the parties agree to resolve either or both of such disputes simultaneously and solely by arbitration via videoconference before a single arbitrator who has experience in the hotel and travel industry in accordance with the rules of the American Arbitration Association applicable to such disputes. The Parties shall bear their own respective attorneys' fees and equally share the administrative costs of arbitration. The order of the arbitrator shall be non-appealable and binding on both Parties and may be entered as a judgment in a court of competent jurisdiction. At the time of any arbitration, the Parties may agree but are not required to request that the arbitrator's award shall include factual findings and legal rationale for the award/decision, and the Parties shall bear the cost of such findings and award/decision equally. To further efficiency and cost effectiveness of arbitration, the arbitrator shall not have the authority to do any of the following:

- i. order any hearing to be heard before a court reporter,
- ii. to order discovery,

- iii. to order rescission of these General Sales Terms and Conditions,
- iv) to declare these General Sales Terms and Conditions void;
- iv. to declare any provision of these General Sales Terms and Conditions void,
- v. to award any damages other than ordinary compensatory damages.

The parties agree that neither shall, for any reason or under any legal theory, be liable to the other or any third party for any extraordinary, special, indirect, incidental, punitive, or consequential damages, or for loss of profits, revenues, data or services, regardless of whether such damages or loss were foreseeable and regardless of whether a Party was informed or had direct or imputed knowledge of the possibility of such damage or loss in advance.