

Terms of Service



www.BURBA.com
Burba Hotel Network (BHN)

Last updated on February 10, 2006

1. **Acceptance of Terms**

This Site(s) is provided by Burba Hotel Network, LLC (BHN), subject to the following Terms of Service (the "Agreement"), which may be updated by us from time to time. BHN reserves the right to alter this Agreement without advance notice by posting a revised Agreement. You can determine if the Agreement has been revised by referring to the "Last Updated" date at the top of this page.

This Agreement applies to the following Web site: www.Burba.com. In addition, when using particular services provided through the Site, including Burba Hotel Network Investment Forum, you shall be subject to any additional posted guidelines, rules, and terms and conditions applicable to such services. All such guidelines, rules, and terms and conditions are hereby incorporated by reference into the Agreement.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SITE. YOUR USE OF THE SITE CONSTITUTES YOUR AGREEMENT TO ABIDE BY THE TERMS OF SERVICE THEN IN EFFECT.

Any questions about the meaning or application of this Agreement should be directed to bhayes@burba.com

2. **Description of the Services**

BHN provides users with access to a rich collection of online resources, including learning tools, seminars, graphics, links, and other specialized content (collectively, the "Content"), as well as opportunities to post messages, data, information, and other materials on hotel investment and related subjects on or through the Site (all of the foregoing, including the Content, the "Services"). Unless explicitly stated otherwise, any new features that augment or enhance the Services made available through the Site shall be subject to the then-current Agreement.

3. **Registration Obligations/Screen Names**

You are not obligated to register with us in order to access www.BURBA.com. We offer certain Services through the Site, however, for which registration is necessary. For example, to subscribe to the Burba Hotel Network Investment Forum as a paid subscriber, you are required to provide your billing address, phone number, e-mail address, credit card number, and credit card expiration date to us. All submissions of such information are governed by our [Privacy Policy](#). Depending on the Service, you will either select your own user name and password at the time of registration, or will receive an e-mail notification from us with a randomly generated user name and password. We may refuse to grant you, and you may not use, a user name (or e-mail address) that is already being used by someone else; that may impersonate another person; that belongs to another person, without his or her prior consent; that violates the intellectual property or other rights of any person; that is vulgar or otherwise offensive; or that we reject for any other reason in our sole discretion.

In consideration of your use of the Site and the Services, you agree, where information is requested, to provide true, accurate, current, and complete information about yourself, and to maintain and update it promptly. You agree that if any information you provide is false, inaccurate, not current, or incomplete, we may terminate your use of the Site and/or the Services. You are responsible for maintaining the confidentiality of your password and agree not to transfer your use of or access to the Site or any Services to any third party. You are fully

responsible for all activities that occur under your password and/or user name. You agree to (a) immediately notify BHN of any unauthorized use of your password or user name or any other breach of security, and (b) ensure that you exit from your account at the end of each session, if applicable. Neither BHN nor its parents, subsidiaries, or affiliated companies (collectively, "Affiliated Companies") are liable for any loss or damage arising from your failure to comply with any or all of the foregoing obligations.

4. **BHN Privacy Policy**

This Agreement incorporates the terms of BHN's [Privacy Policy](#).

5. **Rules of Conduct**

While using the Site and/or any Service, you will comply with all applicable laws, rules, and regulations. In addition, BHN expects users of the Site and any Service to respect the rights and dignity of others, and your use thereof is conditioned on your compliance with the following Rules of Conduct. You will not:

A. Post, transmit, or otherwise make available anything that is or may be (i) threatening, harassing, degrading, hateful, or intimidating; (ii) defamatory; (iii) fraudulent or tortious; (iv) obscene, indecent, pornographic, or otherwise objectionable; or (v) protected by copyright, trademark, trade secret, right of publicity, or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity, or other proprietary right.

B. Use the Site for any illegal purpose; or post, transmit, or otherwise make available any material which would give rise to criminal or civil liability, which encourages conduct that constitutes a criminal offense, or which encourages or provides instructional information about illegal activities, or activities such as hacking, cracking, or phreaking.

C. Post, transmit, or otherwise make available any material that would violate another person's privacy or other rights.

D. Post, transmit, or otherwise make available any material, non-public information about a company without the proper authorization to do so.

E. Interfere with any other user's right to privacy. In addition, you will not harvest personally identifiable information about users of the Site without their express consent.

F. Impersonate any person or entity, including, but not limited to, any BHN representative or another user of BHN's Services; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement you make without our prior written consent.

G. Post, transmit, or otherwise make available any virus, worm, Trojan Horse, Easter egg, time bomb, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment.

H. Interfere with or disrupt the operation of the Site or any Services, or the servers or networks that provide the Services; or disobey any requirements, procedures, policies, or regulations of such networks.

I. Restrict or inhibit any other user from using the Site, including by means of hacking or defacing any portion of the Site.

J. Post, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," investment opportunity, or any other form of solicitation.

K. Reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services or the Site.

L. Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Site.

- M. Remove any copyright, trademark, or other proprietary rights notice contained on the Site.
- N. Frame or mirror any part of the Site without BHN's prior written authorization.
- O. Create a database by systematically downloading and storing all or any of the content on the Site.

6. **Payment**

If you wish to subscribe to Services described on the Site, you will be asked to supply certain information applicable to your subscription and payment, including, without limitation, credit card and other information. You understand that any such information will be treated by us in the manner described in our [Privacy Policy](#). You agree that all information that you provide to us will be accurate, current, and complete. You agree to pay all charges incurred for purchases made in connection with your user name and/or account at the price(s) in effect when such charges are incurred. You will also pay all applicable taxes resulting from your purchases. All payments for purchases made online may be made by credit card only.

7. **Monitoring and Disclosure of Content**

A. We and our designees host a discussion forum made available through the Site (the Burba Hotel Network Investment Forum). You acknowledge that BHN does not pre-screen content posted by users, and that BHN shall not be responsible for policing, monitoring, or editing such content. Notwithstanding the foregoing, BHN shall have the right, in its sole discretion, but not the obligation, to monitor and/or delete any content (a) in connection with responding to or commenting upon communications by participants to determine compliance with this Agreement, (b) that BHN believes to be in violation of this Agreement, (c) about which BHN has received complaints, or (d) which BHN finds to be objectionable for any reason, with or without notice to you.

B. All content you input, post, or upload to the Site or through a Service, including any comments or statements, questions, contact information or links to other sites automatically becomes part of an online archive that others can see and search. If you post content through certain BHN Services, including without limitation, www.BURBA.com and Burba Hotel Network Investment Forum, and have provided your contact information in connection with such Service, and another user contacts us with any concern regarding the posting, we may encourage such user to address his/her concern about any information on such Service directly to you. If the Service allows for password protection, and you have activated password protection with respect to your contact information, we reserve the right to disclose, in our reasonable discretion, your e-mail address (or other contact information if you have not provided us with a valid e-mail address) to allow users to address concerns directly with you. If another user contacts you with any such concern, you agree to work with such user in good faith to resolve the concern. In addition, BHN reserves the right, in its sole discretion, to contact you in order to address the concern directly with you, regardless of whether you may have opted out of certain communications from BHN. BHN may, in its sole discretion, remove the content (or any portion thereof) that gave rise to the concern, with or without notice to you. You acknowledge that we neither endorse nor are responsible for any communications from other users to you. Any personal information that you input, post, or upload to the Site will be treated by us in the manner described in our [Privacy Policy](#).

C. Once you have input, posted or uploaded certain content, such as a question, comment or article that you create, you may be able to edit and/or delete such content. Whenever you first use a Service that allows you to input, post or upload content to the Site, to the extent that your ability to edit or delete such content is not disclosed in this Agreement or the [Privacy Policy](#), we will try to explain to you how and whether you can change or delete such content.

D. You acknowledge and agree that BHN may preserve any content that is posted on or made available through the Site, and may disclose any content and its origin if BHN believes that it is required to do so by law, or that such preservation or disclosure is reasonably necessary to: (a) comply with legal process or governmental requests; (b) enforce the Agreement; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or safety of the Site, their users, or the public.

8. **BHN's Proprietary Rights**

- A. Subject to the BHN [Privacy Policy](#), by inputting, uploading or posting any data, ideas, drawings, opinions,

messages, eyewitness accounts, or any other information or materials, or engaging in any other form of communication (each, a "Submission") through the Site, you grant BHN a royalty free, irrevocable, perpetual, non-exclusive, unrestricted, transferable, worldwide license to (i) use, copy, sublicense, adapt, transmit, distribute, publicly perform, archive, and display any such Submission in any medium now known or hereafter developed; (ii) exploit any proprietary rights in such Submission, including but not limited to rights under copyright, trademark, or patent laws in any relevant jurisdiction; and (iii) sublicense to third parties the unrestricted right to exercise any of the foregoing rights.

B. You represent and warrant that (i) all content and information included in your Submission(s) is truthful and accurate; and (ii) if you post information relating to any living person in a Submission, you have obtained all appropriate permissions to post such information on the Site and to allow us to use such information in accordance with this Agreement. We will not be subject to any obligation of confidentiality, attribution, or otherwise with respect to Submissions, other than as expressly set forth in our [Privacy Policy](#), and will not be liable for any use or disclosures of any Submissions, or any content contained therein. You release BHN and its Affiliated Companies from any and all claims or liability (now known or hereafter arising) in connection with any Submission made by you, and agree to indemnify fully BHN and its Affiliated Companies in connection therewith. This section shall survive any expiration or termination of this Agreement.

C. BHN shall have the right and sole discretion, but not the obligation, to alter, remove, or refuse to post any Submission or other content, in whole or in part, that it believes, in its sole discretion, to be in violation of the Agreement, about which it has received complaints, or which it finds to be objectionable for any reason.

D. You acknowledge and agree that you shall receive no compensation, monetary or otherwise, for any Submission and that Submissions that are input, uploaded, or posted by you to the Site may become part of a database that is owned exclusively by BHN, and that may be reproduced by BHN in any format, in whole or in part, including without limitation in an electronic storage format, such as CD-ROM or DVD or an online subscription, for distribution, sale, or any other purpose, throughout the world.

E. You acknowledge and agree that the information and materials presented to you on or through the Site, including the Content, are the property of BHN and its licensor and suppliers, and are protected by copyright, trademark, patent, database or other proprietary rights and laws. Except as expressly authorized by BHN, you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the any materials, including the Content, made available on or through the Site, in whole or in part.

Trademarks and service marks of BHN include without limitation: Burba Hotel Network® and any associated logos.

9. Limitations of Liability and Disclaimer of Warranties

A. BHN is a distributor only, and not a publisher, of Submissions, messages, data, information, chat room, bulletin boards, other online forums or other materials of any kind posted in its Forums. Please be aware that there may exist Submissions or material in the Forums that is inaccurate, misleading, or deceptive. All Submissions, statements, advice, and opinions made by users of any Forum are those of such users only, and BHN and its Affiliated Companies neither endorse nor shall be held responsible for the reliability or accuracy of any such Submission, statement, advice and/or opinions, or for any injury, loss, or damage which occurs as a result of such Submission, statement, advice, opinions, or other information provided in any Forum. In addition, BHN and its Affiliated Companies have no control over, and shall have no legal liability for, any damages resulting from (i) the use, including republication, or misuse, by any third party, of information voluntarily made public by a user of the Site; or (ii) any disclosure of your information in accordance with the terms of this Agreement and/or our [Privacy Policy](#). Any user of the Site who chooses to make any personally identifiable or other information publicly available in a Forum does so at his or her own risk.

B. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SITE, THE CONTENT, SUBMISSIONS, ANY PRODUCTS OR SERVICES YOU ACQUIRE OR ACCESS THROUGH THE SITE (INCLUDING WITHOUT LIMITATION ANY SOFTWARE) ARE PROVIDED TO YOU "AS IS" (UNLESS OTHERWISE EXPRESSLY STATED) WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND BEAR ALL RISKS ASSOCIATED

WITH THE USE OF THE SITE, AND ANY CONTENT AND SUBMISSIONS, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH CONTENT OR SUBMISSIONS. IN THIS REGARD, YOU ACKNOWLEDGE THAT YOU MAY NOT RELY ON ANY CONTENT OR SUBMISSION CREATED BY BHN OR SUBMITTED TO THE SITE, INCLUDING WITHOUT LIMITATION INFORMATION IN THE FORUMS AND IN ALL OTHER PARTS OF THE SITE.

C. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BHN AND ITS AFFILIATED COMPANIES DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE, ANY CONTENT CONTAINED THEREON, THE SUBMISSIONS (INCLUDING ANY RESPONSIBILITY TO ARCHIVE OR MAINTAIN SUCH SUBMISSIONS), OR ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE (UNLESS OTHERWISE EXPRESSLY STATED), INCLUDING THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BHN AND ITS AFFILIATED COMPANIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF BHN HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN PARTICULAR, AND WITHOUT LIMITATION, NEITHER BHN NOR ITS AFFILIATED COMPANIES WILL BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE WEB SITE OR SYSTEM DOWNTIME OR INABILITY TO ACCESS SUBSCRIPTIONS, FROM PRODUCTS OR SERVICES ACQUIRED THROUGH THE SITE, OR FROM ANY CONTENT OR SUBMISSIONS POSTED ON THE SITE BY BHN OR ANYONE ELSE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT OR SERVICE IS TO STOP USING THE SITE, AND LIABILITY WILL BE LIMITED TO THE AMOUNT PAID FOR THE SERVICE FROM THE DATE BHN RECEIVES NOTIFICATION OF YOUR DISSATISFACTION TO THE DATE SERVICE IS TERMINATED.

D. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BHN AND ITS AFFILIATED COMPANIES MAKE NO WARRANTY THAT (i) THE SITE OR ANY SERVICE WILL MEET YOUR REQUIREMENTS; (ii) ACCESS TO THE SITE OR ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, SUBMISSIONS, INFORMATION, DATA, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS (UNLESS OTHERWISE EXPRESSLY STATED); (v) ANY ERRORS IN THE SITE WILL BE CORRECTED; OR (vi) THE SITE OR THE SERVICE(S) ON WHICH THEY ARE HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

E. THE FOREGOING LIMITATIONS OF LIABILITY AND DISCLAIMER OF WARRANTIES DO NOT AFFECT ANY CONTRACTUAL AND/OR STATUTORY RIGHTS YOU MAY HAVE AS A CONSUMER UNDER APPLICABLE LOCAL LAWS.

10. **Indemnity**

You agree to defend, indemnify, and hold harmless BHN and its Affiliated Companies, and their respective directors, officers, employees, and agents from and against all claims, losses, costs, and expenses (including attorneys fees) arising out of (i) your activities in connection with your unauthorized use of the Site; (ii) any violation of the Agreement by you; or (iii) any allegation that anything you post, transmit, or make available on the Site infringes or otherwise violates the copyright, trademark, trade secret, privacy, or other rights of any third party.

11. **Links**

The Site may provide links to other Internet sites or resources. Because BHN has no control over such sites and resources, you acknowledge and agree that neither BHN nor its Affiliated Companies are responsible for the availability of such external site or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such Site or resources. Other web sites may provide links to the Site with or without BHN's authorization. BHN has no control over sites that provide

links to the Site, and you acknowledge and agree that BHN and its Affiliated Companies do not endorse such sites and is not responsible for any links from those sites to the Site or for any content, advertising, products, or other materials available on such other sites. You further acknowledge and agree that BHN and its Affiliated Companies shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or inability to use (i) any sites or resources that BHN provides links to or that provide links to the Site, or (ii) any content, goods, or services available on or through any such site or resources. BHN shall have the right, at any time and in its sole discretion, to block links to the Site through technological or other means, without prior notice.

12. Dealings With Third-Party Providers of Goods and Services

Your correspondence or business dealings with, or participation in promotions of, any third-party advertisers or other third-party providers of goods or services found on or through the Site, including payment and delivery of goods or services, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third-party advertiser or provider. You agree that BHN and its Affiliated Companies shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third-party advertisers or providers on the Site.

13. Copyright Issues

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials we host infringe your copyright, you (or your agent) may send us a notice requesting that we remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Note: DMCA also requires a filing with the Registrar of Copyrights (a \$10 filing fee). Notices and counter-notices should be sent to: Bob Hayes, BHN, 2900 Bristol Street, Suite D101, Costa Mesa, California 92626. Telephone Number: (714) 540-9300. E-mail address: bhayes@burba.com.

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, please be aware that there are penalties for false claims under the DMCA.

14. Modification or Suspension of Services

BHN reserves the right, at any time and from time to time, to modify or discontinue, temporarily or permanently, the Services (or any part thereof) without notice. BHN reserves the right to change the amount of any fee or charge and to institute new fees or charges at any time for any Service, effective upon BHN posting notice thereof. You agree that BHN and its Affiliated Companies shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services, or of any Content, feature, or product offered on the Site. Your continued use of the Site after such changes will indicate your acceptance of the changes.

15. Termination

You agree that BHN, in its sole discretion, may terminate your use of the Site and/or Services, and/or bar you from submitting or posting any material on the Site, for any reason, including, without limitation, if BHN believes that you have violated or acted inconsistently with the letter or spirit of this Agreement, the [Privacy Policy](#), or any additional posted guidelines, rules or terms and conditions applicable to any services provided through the Site. You agree that any termination of your access to the Site and/or the Services under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that BHN may immediately deactivate or delete your password and user name and all related information and files associated with it and/or bar any further access to such files or the Services. BHN shall not be liable to you or any third party for any termination of your access to the Services.

16. Jurisdictional Issues

BHN and its Affiliated Companies neither represents nor warrants that the Site or the Services are appropriate or available for use in any particular jurisdiction, whether within or outside the United States. Accessing the Site or the Services from any location other than the United States is at your own risk, and you accept full responsibility for compliance with all local laws. You are also subject to United States export controls and are

responsible for any violations of United States embargoes or other federal rules and regulations restricting exports. We may limit the Site's availability or the provision of any of the Services or of any product described thereon to any person, geographic area, or jurisdiction we choose, at any time in our sole discretion, and we may limit the quantities of any such Service or product.

17. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of California and the United States of America, without regard to their principles of conflicts of law. Any action to enforce this Agreement shall be brought in the federal or state courts located in Los Angeles County, California. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. For non-US residents, we recognize that this Agreement may be governed by and interpreted by the laws pertaining to the country in which you reside or, if different, the country in which you access the Services. You acknowledge and agree that if you reside outside the United States, certain services may not be available to you.

18. Notice

Notices to you may be made via e-mail, fax or regular mail. The Services may also provide notices of changes to this Agreement or other matters, by displaying such notices or by providing links to such notices.

19. Miscellaneous

A. If any part of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, it will be replaced with language reflecting the original purpose in a valid and enforceable manner. The enforceable sections of this Agreement will remain binding upon the parties. Any heading, caption, or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This constitutes the entire agreement between you and BHN with respect to your use of the Site or any Services and supersedes all prior or contemporaneous communications and proposals between you and BHN. You agree and acknowledge that participation in any Service shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, contractual, or other special relationship between you and BHN or its Affiliated Companies, other than the relationship between BHN and you entered into by virtue of this Agreement.

20. Filtering

Pursuant to 47 U.S.C. §230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the Web Site of the Electronic Frontier Foundation:

http://www.eff.org/pub/Censorship/Ratings_filters_labelling/ and of America Links Up:

<http://www.netparents.org/parentstips/browsers.html>.

21. Information or Complaints

If you would like any further information or if you have a complaint regarding the Site or Services, you can make such inquiry or complaint at www.BURBA.com or bhayes@Burba.com. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 400 R Street, Suite 1080, Sacramento, CA 95814, or by telephone at (916) 445-1254 or (800) 952-5210.