

**\*\*Terms and Conditions for Data Entry through Hotel Wi-Fi Login Page\*\***

**\*\*1. Acceptance of Terms:\*\***

By accessing and using the hotel's guest Wi-Fi network ("Wi-Fi"), you agree to comply with these Terms and Conditions, which form a legally binding contract. If you do not agree with any part of these terms, or if you do not wish to participate in the data collection process, you cannot use the Wi-Fi service.

**THESE TERMS OF USE INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES AND LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.**

**\*\*2. Legal Capacity to Consent to these Terms:\*\***

The Wi-Fi is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Wi-Fi and the services offered by the Wi-Fi are not available to minors. If you do not qualify, stop using the Wi-Fi immediately.

If you are of legal capacity to enter into this contract, you may at your own discretion allow or permit a minor or adult lacking in legal capacity to use the device on which you accepted these Terms to access the Wi-Fi. But if you do so, you take full responsibility for such person's actions and conduct while using the Wi-Fi and agree that such person is still bound by these Terms as though they are stepping in your shoes when using the Wi-Fi. You agree to supervise anyone else's use of the Wi-Fi on your device.

**\*\*3. Data Collection:\*\***

The hotel collects certain information from guests during the Wi-Fi login process. This may include, but is not limited to, your name, email address, device information, IP address, and browsing history.

**\*\*4. Purpose of Data Collection:\*\***

We collect your data for the purpose of enhancing your guest experience using our Wi-Fi, providing personalized services, improving the hotel's amenities and offerings, and for marketing purposes, such as sending you promotional offers, newsletters, and surveys.

**\*\*5. Data Security:\*\***

The hotel employs industry-standard security measures to protect the confidentiality and integrity of the collected data. However, no data transmission over the internet can be guaranteed as 100% secure.

**\*\*6. Use of Data:\*\***

The hotel may disclose specific personal information based on a good faith belief that such disclosure is necessary to comply with or conform to the law or that such disclosure is necessary to protect the users of our Wi-Fi or the public.

The hotel may use the collected data for marketing purposes, such as sending promotional offers, newsletters, and surveys. You have the option to opt-out of such communications at any time.

**\*\*7. Third-Party Services:\*\***

The hotel may disclose your data to third-party services we use for data analytics and marketing. These service providers will not use the data for purposes outside the services they provide to the hotel.

**\*\*8. Retention Period:\*\***

The hotel will retain your data for a reasonable period necessary to fulfill the purposes outlined in these Terms and Conditions unless a longer retention period is required by law.

**\*\*9. Acceptable Use:\*\***

As a condition of your use of the Wi-Fi, you warrant to the hotel that you will not use the Wi-Fi for any purpose that is unlawful or prohibited by these terms and conditions. You may not use the Wi-Fi in any manner which could damage, disable, overburden, or impair the Wi-Fi or interfere with any other party's use and enjoyment of the Wi-Fi or the hotel. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Wi-Fi.

You will not use any robot, spider, other automatic device, or manual process to monitor eavesdrop on the Wi-Fi of the hotel or the use of other hotel guests of the Wi-Fi. You agree that you will not use any device or software to interfere or attempt to interfere with the proper working of the Wi-Fi or any transaction being conducted through the Wi-Fi.

The information you access, download, upload, or transmit through the Wi-Fi (i) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, 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 the hotel or cause the hotel to lose (in whole or in part) the services of our internet service providers (ISPs) or other suppliers.

**\*\*10. Limitation of Liability:\*\***

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE HOTEL OR ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE WI-FI, OR THE CONTENT, MATERIALS, AND FUNCTION RELATED THERETO. THIS INCLUDES, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS; LOST BUSINESS, DATA OR SALES; OR COST OF SUBSTITUTE SERVICES, EVEN IF HOTEL OR ITS REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL

LIABILITY OF THE HOTEL TO YOU FOR ALL CLAIMS (WHETHER IN CONTRACT OR TORT, AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE), LOSSES, OBLIGATIONS, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES ARISING FROM THE TERMS OR YOUR USE OF THE WI-FI EXCEED, IN THE AGGREGATE, \$100.00.

You release the hotel and its affiliates along with the hotel's owners, officers, employees, contractors, agents, and successors from all claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to the Wi-Fi, or the content, materials, and function related thereto.

**\*\*11. Indemnification:\*\***

You agree to indemnify and hold harmless the hotel and its affiliates, and their owners, partners, franchisees, subsidiaries, officers, each of such person's or entities' directors, employees, contractors, agents, insurers, attorneys, licensors and suppliers (collectively, the "Indemnified Parties"), from and against any and all allegations, demands, claims, liabilities, damages, fines, losses, expenses, penalties or costs of whatsoever nature, including reasonable attorneys' fees and court costs, and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("Claims") arising or resulting in any way from any violation of these Terms, the services or products provided to you by the Wi-Fi or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of the hotel or any agent or employee of the Indemnified Parties or any of them (except as and to the extent prohibited by applicable law), anyone else's use of the Wi-Fi on your device regardless of whether you had knowledge of such use but especially if you permitted such use, or Claims arising from your use of the Wi-Fi, 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. If you cause a technical disruption of the Wi-Fi or the systems transmitting the Wi-Fi to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. 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 the Terms, 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.

**\*\*12. Disclaimer of Warranties:\*\***

The hotel does not warrant that the Wi-Fi will be timely, secure, uninterrupted or error free, or that defects will be corrected. The hotel makes no warranty that the Wi-Fi will meet users' expectations or requirements. If you are dissatisfied with the Wi-Fi, your sole remedy is to discontinue using the Wi-Fi. Any content downloaded or otherwise obtained through the use of the Wi-Fi is done at your own discretion and risk and you will be solely responsible for any damage that results from the download of any such content. The hotel does not endorse, warrant or guarantee any products or

services offered or provided by or on behalf of third parties on or through the Wi-Fi. The hotel is not a party to, and does not monitor, any transaction between Wi-Fi Users and third parties without the direct involvement of the hotel.

YOU UNDERSTAND AND AGREE THAT THE WI-FI IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, OR UNINTERRUPTED ACCESS; ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION; ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; AND WARRANTIES ARISING FROM USAGE IN TRADE, COURSE OF PERFORMANCE, OR COURSE OF DEALING. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**\*\*13. Arbitration:\*\***

**PLEASE READ THE FOLLOWING ARBITRATION TERMS CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE HOTEL AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM IT. THIS INCLUDES A CLASS ACTION WAIVER.**

Both you and the hotel acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, the Privacy Policy, or the Wi-Fi, the hotel's officers, directors, employees, and contractors (collectively, "Personnel") are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof. Aside from this Arbitration Agreement, there are no third party beneficiaries to these Terms.

(a) Arbitration Rules; Applicability of Arbitration Agreement. Any dispute arising out of or relating to the subject matter of these Terms shall be finally settled by binding arbitration in New Jersey. The arbitration will proceed in accordance with the Streamlined Arbitration Rules and Procedures of JAMS/Endispute, LLC ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction.

(b) Costs of Arbitration. The JAMS rules will govern payment of all arbitration fees. The hotel can recover its attorneys' fees and costs in arbitration if it prevails in any dispute, regardless of the roles of the parties.

(c) Small Claims Court. Either you or the hotel may assert claims, if they qualify, in small claims court in Morris County, New Jersey.

(d) Waiver of Jury Trial. YOU AND THE HOTEL WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE AND/OR JURY. You and the hotel are instead choosing to have claims and disputes resolved by arbitration. Arbitration

procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and the hotel over whether to vacate or enforce an arbitration award, YOU AND THE HOTEL WAIVE ALL RIGHTS TO A JURY TRIAL, and you and the hotel elect to have the dispute resolved by a judge alone.

(e) Waiver of Class or Consolidated Actions. YOU WAIVE ANY RIGHTS TO CLASS OR CONSOLIDATED ACTIONS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor the hotel are entitled to arbitration; instead, all claims and disputes will be resolved in a court as set forth in (g) below.

(f) Opt-out. You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address: 1 Convent Road, Morristown, New Jersey 07960, postmarked within 30 days of first accepting these Terms. You must include (1) your full name and residence address; and (2) a clear statement that you want to opt out of these Terms' arbitration agreement.

(g) Exclusive Venue. If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration terms permit either you or the hotel to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party and both you and the hotel agree that any judicial proceeding will be brought in the state or federal courts located in New Jersey.

**\*\*14. Changes to Terms and Conditions:\*\***

The hotel reserves the right to update or modify these Terms and Conditions at any time. It is your responsibility to review these terms periodically for changes.\*\*8. Governing Law:\*\*

These Terms and Conditions are governed by the laws of the state of New Jersey, and any disputes arising out of or in connection with these terms shall be resolved in the courts of New Jersey.

**\*\*15. Contact Information:\*\***

For any inquiries regarding these Terms and Conditions or the hotel's data collection practices, please review our privacy policy at <https://www.themadisonhotel.com/privacy-policy> or contact the hotel at [info@themadisonhotel.com](mailto:info@themadisonhotel.com).

By using the hotel's Wi-Fi service, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you choose not to use the Wi-Fi service, your data will not be collected through this means.