

These Terms and Conditions (“TOC”) shall apply to all Companies (“COMPANY”) who become Allied Members of the Asian American Hotel Owners Association, Inc. (“AAHOA”).

1. COMPANY’s relationship with AAHOA shall be that of an Independent Contractor, contracting for the sole purpose of allowing COMPANY to carry out the terms of its Allied Membership. Company is not acting as the agent of AAHOA in performing the services or providing the products contemplated herein. Nothing contained herein shall be construed to create any other relationship, including, without limitation, an employer/employee relationship, membership, agency, partnership or joint venture between COMPANY and AAHOA.
2. **Compliance.** In offering products and services to AAHOA members, COMPANY shall perform according to, and comply with, all industry standards in a timely manner. COMPANY warrants that its products and services shall: (i) conform to all applicable government standards; and (ii) all products and services shall be free from defects and shall be appropriate for the designated end use.
3. **Intellectual Property.** COMPANY understands and agrees that it has no right, title or interest in or to any Intellectual Property such as the AAHOA trademark, trade name, slogan, logo or other identification of AAHOA, or any content that is not authorized for use or provided to COMPANY in connection with the Allied Membership. COMPANY further agrees that any such trademark, trade name, slogan, logo or other identification of AAHOA are and shall remain the sole property of AAHOA. COMPANY shall execute and comply with “AAHOA Logo General Standards and Guidelines.”
4. **Financial Responsibility.** COMPANY shall be fully responsible for and shall acquire, at its sole expense, all licenses, permits, authorizations, taxes, tariffs, and insurance which may be required under any Federal, state or local laws or regulations in order to legally implement and offer COMPANY’s products and services. COMPANY shall comply with all applicable laws, statutes, rules, regulations, orders or decrees promulgated by any Federal, state or local government or any department, bureau, board, agency or instrumentality thereof relating to the activities of COMPANY, including, but not limited to, the conducting, implementing and offering of its products and services.
5. **Customer Service.** COMPANY shall provide ongoing customer service and technical support to all AAHOA members who purchase products or services from COMPANY.
6. **Inquiries.** COMPANY shall respond promptly and in good faith to all inquiries and/or complaints made by any AAHOA member to COMPANY directly or through AAHOA representatives regarding COMPANY’s products or services.
7. **Indemnification.** COMPANY shall defend, indemnify and hold harmless AAHOA and all of its directors, officers, employees, members, principals, vendors, representatives and agents from and against any and all claims, causes of action, liabilities, losses, damages, costs and expenses, including, but not limited to, attorney’s fees, brought by any persons or entities against AAHOA arising out of the products and services offered by COMPANY or arising out of any failure by COMPANY to comply with any applicable law or regulation, or any applicable term of the Allied Membership.
NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIABILITY OF AAHOA FOR ANY LOSSES OR DAMAGE, WHETHER DIRECT OR INDIRECT, ARISING OUT OF COMPANY’S ALLIED MEMBERSHIP FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY CAUSE OF ACTION ARISING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL BE LIMITED TO ACTUAL, DIRECT DAMAGES INCURRED, BUT IN NO EVENT SHALL EXCEED THE TOTAL ANNUAL AMOUNT OF THE ALLIED MEMBERSHIP DUES PAID BY COMPANY. AAHOA SHALL NOT BE LIABLE FOR LOST PROFITS OR OTHER CONSEQUENTIAL DAMAGES, COVER DAMAGES, OR FOR ANY CLAIMS AGAINST COMPANY BY ANY THIRD PARTY, EVEN IF AAHOA WAS ADVISED OF THE POSSIBILITY OF SAME. UNDER NO CIRCUMSTANCES SHALL AAHOA BE LIABLE HEREUNDER FOR SPECIAL DAMAGES, GENERAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES.
8. **Good Faith.** COMPANY shall at all times act in good faith in conducting business with AAHOA members, and shall seek to resolve any complaints, claims, disputes, grievances or other related items involving the marketing, advertising, promotional pieces, collateral material, sales, discounts, deal terms, percent, or other offers, contracts, invoices, delivery, quality, or warranties involving its products or services in a commercially reasonable and timely manner.
9. **Insurance.** COMPANY shall carry and maintain in full force and effect, with financially sound and reputable insurers, insurance against such risks as are usually insured against by corporations engaged in the business of implementing and offering COMPANY’S programs or services or similar businesses, including, but not limited to, worker’s compensation insurance and comprehensive general liability insurance against claims of others for personal injury, death and/or property damage suffered as a result of or in connection with the implementation and offering of the products or services discussed herein or similar businesses. Evidence of insurance shall be furnished to AAHOA upon request. AAHOA’s failure to request evidence of insurance at any time shall not operate as a waiver, release, or modification of any of the insurance coverage and of the obligation of COMPANY to carry such insurance.
10. **Membership duration.** COMPANY’S Allied Membership shall commence on the date its Application is accepted by AAHOA, and shall remain in effect for that calendar year only, unless terminated by either party.
11. **Insolvency.** If at any time during the term of COMPANY’S Allied Membership there shall be filed by or against COMPANY in any court pursuant to any statute either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization, or for the

appointment of a receiver or trustee of all or a portion of COMPANY'S property, or if COMPANY makes an assignment for the benefit of creditors, or petitions for or enters into such an assignment, COMPANY shall immediately notify AAHOA and AAHOA may immediately terminate COMPANY'S Allied Membership.

12. **Termination.** COMPANY may terminate the Allied Membership at any time for any reason upon written notice to AAHOA. All funds paid are non-refundable. AAHOA reserves the right to terminate immediately COMPANY'S Allied Membership without notice and an opportunity to cure based on any of the following circumstances, or based on any other circumstances that AAHOA believes warrants an immediate termination of the Allied Membership in AAHOA's sole and absolute discretion.
 - a. COMPANY's actual or alleged breach, default, violation of, or failure to comply with any applicable industry standards, or with any applicable laws, statutes, rules, regulations, orders or decrees promulgated by any Federal, state or local government or any department, bureau, board, agency or instrumentality thereof relating to the activities of COMPANY, including, but not limited to, the conducting, implementing and offering of the products and services offered by COMPANY;
 - b. COMPANY's actual or alleged failure to provide quality products or services, customer service, or technical support in a manner that AAHOA deems satisfactory and timely in AAHOA's sole and absolute discretion;
 - c. COMPANY's use of obscene, inappropriate, or morally offensive language or behavior; OR
 - d. COMPANY's actual or alleged failure to promptly and successfully resolve any complaints or disputes involving AAHOA or any of its members in a manner that AAHOA deems satisfactory and timely in AAHOA's sole and absolute discretion.

Upon termination, COMPANY'S Allied Membership shall be of no further force or effect as of the date of termination. AAHOA shall no longer owe any duties or obligations to COMPANY, and COMPANY shall forfeit and waive all remaining rights or benefits it had under its Allied Membership. AAHOA shall further have the right to remove immediately COMPANY's name, logo and identifying information from all AAHOA publications and sites. To the extent necessary, AAHOA shall have the right to notify AAHOA members and others about COMPANY'S termination. If, upon termination, COMPANY continues to use any AAHOA logo, places advertisements in any AAHOA publication, or promotes or markets an affiliation with AAHOA, AAHOA shall have the right to pursue all legal and other authorized remedies against COMPANY to immediately enjoin and stop such unauthorized activities, and AAHOA shall be entitled to all damages relating thereto, including attorneys' fees, court costs, and/or the costs of arbitration/trial, if applicable.

13. **AAHOA's liability.** AAHOA will neither be responsible nor assume any liability, for any activities or events arising out of the discounts, deal terms, percent, or other offers offered by COMPANY to AAHOA Members; for the failure of COMPANY to honor its discounts, deal terms, percent, or other offers related to price offered to AAHOA Members; or

any AAHOA Members who breach their agreements with COMPANY, or otherwise fail to comply with the terms or conditions of any contracts or related services.

14. **No endorsement.** AAHOA does not endorse COMPANY, any products or services offered by COMPANY, or any discounts, deal terms, percent, or other offers related to the price offered by COMPANY to AAHOA Members.
15. **Notice.** Any notices or other communications required or permitted hereunder may be sent by certified registered U.S. Mail Return Receipt Request or Federal Express Signature Requested (FedEx) by any party to other parties at the address on the Allied Membership Application. Addresses may be changed by written notice of such change to the other party.
16. **Modification of Terms.** These Terms and Conditions may be amended or modified by AAHOA at any time without notice and made available to COMPANY on AAHOA's website or through other means, and COMPANY shall be obligated to comply with same.
17. **Georgia Law.** COMPANY'S Allied Membership shall be governed by Georgia law, without regard to choice of law provisions except to the extent preempted by federal law.
18. **Assignment.** COMPANY shall not assign its Allied Membership without the prior written approval of AAHOA and approval shall not be unreasonably withheld. To the extent that there are assigns permitted under this Section, these Terms and Conditions shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
19. **Tax Reform Act.** Compliance with the Tax Reform Act of 1993 requires that the portion of dues attributable to lobbying and political activities is considered nondeductible for income tax purposes. This nondeductible portion must be disclosed to members on their dues invoice each year. For the current membership year, AAHOA is, in good faith, estimating that 5% of COMPANY's dues will constitute non-deductible lobbying expenses.
20. **Force Majeure.** AAHOA shall not be held liable for any delay or failure in performance of any part from any cause beyond AAHOA's control and without fault or negligence, such as acts of hackers and other illegal activities of third parties, or acts, omissions, overloading, or slowdowns over the internet or any third-party internet service providers, acts of God, acts of civil or military authority, current laws and regulations and changes thereto, or major environmental disturbances.
21. **Severability.** The unenforceability or invalidity of any condition of this TOC shall not affect the validity or enforceability of any remaining condition of this TOC. Such remaining conditions shall be interpreted and construed in such a manner as to carry out fully the intention of the parties hereto.
22. **Modification of Benefits.** COMPANY agrees that any of the Allied Member benefits may be amended, rescinded, or created in AAHOA's sole discretion without prior notification of such changes.