

Terms of Use and Privacy Policy

Effective July 1, 2023

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. THIS IS A BINDING LEGAL AGREEMENT. BY ACCESSING AND CONTINUING TO USE THE SITE, YOU AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS. PLEASE DO NOT USE THE SITE IF YOU DO NOT AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS.

Norwood Inn and Suites, with its corporate headquarters at 1213 East Dublin Granville Road, Columbus Ohio - 43229, United States of America, and its subsidiaries, including Key Inns, Perdin Inc. (collectively, "Norwood", "we", "our" or "us") provide various websites and apps available to visitors located throughout the world. Our websites and apps include without limitation, this website and other consumer facing platforms operated under our brands, including, www.Norwoodinn.com, www.Norwoodinns.com, www.keyinns.com and our mobile apps (collectively, our "Sites"). These Terms and Conditions also apply to translations of our Sites, for example, www.espanol.Norwood.com. Our Sites are controlled and operated from the United States and are subject to United States law.

The content and information displayed on the Sites are Norwood's property and are collectively referred to as "Norwood Information". The downloading, reproduction, or re-transmission of Norwood Information, other than for non-commercial individual use, is strictly prohibited, except to the extent permitted with prior written consent by Norwood or by travel agents for business-only purposes in accordance with the Travel Agent section below.

Use of Site

The services of the Sites are available only to individuals who can form legally binding contracts under applicable law, and thus, are not available to minors. By using the Sites, you represent that you are of sufficient legal age to use the Sites and to create binding legal obligations for any liability you may incur as a result of the use of the Sites. You also warrant that you are legally authorized to make the travel reservations and purchases for either yourself or for another person for whom you are authorized to act.

The Sites are to be used by you for your personal use only. You agree that you will not use the Sites for chain letters, junk mail, "spamming", solicitations (commercial or non-commercial) or bulk communications of any kind including but not limited to distribution lists to any person who has not given specific permission to be included in such a list. In addition, you agree not to create a hypertext link from any web site controlled by you or otherwise, to the Sites without the express written permission of Norwood. You agree not to pretend to be any other person or a representative of any entity, whether actual or fictitious, including an employee or agent of Norwood or any third party that provides services related to the Sites.

"Chat Area" means any chat area, forum, message board, or similar service offered in conjunction with the Sites. If You participate in a Chat Area, you agree that, in addition to complying with the Terms and Conditions, you will not: defame, abuse, harass, threaten, or make any discriminatory statements about others; advocate illegal activity; use indecent, obscene or discourteous language or images; or provide content that is not related to the designated topic or theme of the Chat Area. You shall remain solely responsible and liable for your use of the Chat Area. Norwood reserves the right to remove or edit content from any Chat Area at any time and for any reason, however, Norwood has no duty to do so, and is not responsible for the content or accuracy of any information in a Chat Area.

We reserve the right, at our discretion, to change and or modify portions of these Terms and Conditions at any time without notice and, unless otherwise indicated, such changes will become effective immediately upon posting; therefore, please check these Terms and Conditions periodically for changes. We will display the effective date of these Terms and Conditions at the top of this page.

User Feedback

By submitting any ideas, comments, suggestions or other information: to a Chat Room; or to Norwood related to improvements to the Sites or services related to the Sites; (collectively, the "Feedback"), You agree that such Feedback shall be deemed, and shall remain, Norwood's property. None of the Feedback shall be subject to any obligation of confidentiality on Norwood's part and Norwood shall not be liable for any use or disclosure of any Feedback. Norwood shall own all rights related to the Feedback (including without limitation intellectual property rights and moral rights) and shall be entitled to use of the Feedback without restriction for any purpose whatsoever, commercial or otherwise, without compensation to you.

Service emails Analytics

In the context of service emails, which includes guest satisfaction survey emails and any pre-arrival emails concerning your booking, we may process and collect your Personal Data, and notably whether you have opened and actioned a service email, for analytical purposes in order to measure the click-through rate and improve the content of our service emails. You may unsubscribe from our service emails at any time by clicking on the unsubscribe link in the service emails sent to you.

Guest satisfaction surveys

We may send you guest satisfaction surveys by email during or after your stay to enable us to measure the performance of our hotels. You may unsubscribe from our guest satisfaction survey emails at any time by clicking on the unsubscribe link in the emails sent to you.

The information below describes the types of data we process for this purpose, where we get your data from, the ground we rely on to carry out the processing, and who we may share your data with.

Trademarks

Our Sites may contain or reference trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes or other proprietary rights of Norwood and/or other parties. No license to or right in any such trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes and other proprietary rights of Norwood and/or other parties is granted to or conferred upon you. The www.Norwood.com site and/or certain activities provided via our Sites may be covered by U.S. Patent No. 6,091,956 and/or U.S. Patent No. 7,624,044.

Monitoring

You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of our Sites, and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor, scrape, or copy our Sites or the Norwood Information contained therein, or any aspect of the Sites or the Norwood Information, without the prior express consent from an authorized Norwood representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to our Sites). Furthermore, you agree that you will not use our Sites for any purpose that is illegal, unlawful, or prohibited by these Terms and Conditions. You agree that you will not interrupt, disrupt, alter, destroy, impair, restrict tamper, or otherwise affect the proper operation of our Sites in any way, including, without limitation, through the use of any malicious or unauthorized code, virus, worm, Trojan horse, malware, or program.

You agree that Norwood has no obligation to but may monitor and review information you transmit over the Sites. You agree that Norwood may censor, edit, remove or prohibit the transmission or receipt of any information that Norwood deems inappropriate or in violation of these Terms and Conditions, and use any such information as necessary to provide the Sites or to protect the rights or properties of Norwood. You agree that Norwood may also monitor and review stored information without restriction. You hereby acknowledge and consent to such monitoring and reviewing.

You may not use our Sites in any threatening, libelous, slanderous, defamatory, obscene, inflammatory, pornographic, discriminatory, or otherwise offensive manner. We reserve the right in our sole discretion to revoke or deny your access to our Sites, including, without limitation, if you violate any of the provisions of these Terms and Conditions.

You agree that you will make only legitimate reservations in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent reservations, or any reservation in anticipation of demand.

Interrupted or incomplete online booking process (abandoned cart)

When you are booking online but for some reason are not able to finalize the booking process, we process your Personal Data for the purpose of enabling you to easily continue the online booking process by sending you an email with a link to the online booking form, which is pre-filled on the basis of the data you had already provided in the form.

The information below describes the types of data we process for this purpose, where we get your data from, the ground we rely on to carry out the processing, and who we may share your data with.

Privacy

Your submission of information on the Site is subject to Norwood's Group Global Privacy Statement for Guests (available at <https://www.Norwood.com/about/privacy.mi>)

Warranty

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR SITES AND NORWOOD INFORMATION ARE PROVIDED "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. WE MAKE NO WARRANTIES OR ANY GUARANTY OR ASSURANCE THAT OUR SITES AND/OR NORWOOD INFORMATION WILL BE AVAILABLE, ADEQUATE, ACCURATE, UNINTERRUPTED, COMPLETE OR ERROR FREE. WE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY MALICIOUS OR UNAUTHORIZED CODE AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING YOU HAVE APPROPRIATE SCANNING AND PROTECTIVE MECHANISMS FOR THE SECURITY OF YOUR DEVICES, PROGRAMS AND INFORMATION. BY USING ANY OF OUR SITES AND/OR NORWOOD INFORMATION, YOU ARE ASSUMING ALL RISK OF LOSS THAT MAY ARISE OR BE ASSOCIATED WITH THAT USE.

Passwords

Our Sites may provide you with the ability to use usernames, passwords, or other codes or devices to gain access to certain portions of our Sites ("access codes"). You are entirely responsible for maintaining the confidentiality of your access codes and for all activities that occur under your account. We reserve the right to immediately terminate your account in our sole discretion and without prior notice to you wherever there is a reason including, for example, if you violate any part of these Terms and Conditions.

Limitation of Liability

To the maximum extent permitted by law, we, other members of our group of and affiliated companies and third parties connected to us hereby expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Sites or in connection with the use, inability to use, or results of the use of our Sites, any websites linked to them and any materials posted on them, including, without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

IN THE EVENT NORWOOD IS HELD LIABLE FOR ANY DAMAGES RELATED TO THE SITE, TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE LIMITED TO REIMBURSEMENT OF THE CHARGES FOR SERVICES OR PRODUCTS PAID BY YOU.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THIS SITE BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH SUCH CLAIM OR ACTION IS BASED.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability that cannot be excluded or limited under applicable law.

You shall defend us against any demands, claims or actions brought against us or arising as a result of any breach or violation of these Terms and Conditions by you ("Claim") and you shall indemnify and hold us harmless from and against any and all losses, damages, costs and expenses (including attorneys' fees) resulting from any such Claim. We have the right, at our expense, to assume exclusive defense against any Claim and all negotiations for settlement and you agree to cooperate with us in the defense of any such Claim, at our request.

Arbitration:

Except with respect to any claim or dispute involving the ownership, validity, or use of any NORWOOD trademarks or service marks, and to the extent permitted by applicable law, any dispute arising out of or related to the Program or the Program Terms and Conditions, seeking as relief money damages or Points and/or attorneys' fees or other damages ("Covered Claims") will be submitted for arbitration to the American Arbitration Association (AAA). NORWOOD shall have the right in a proper case to obtain temporary restraining orders, temporary or preliminary injunctive relief, and/or declaratory relief (other than declarations with respect to the amount of money damages) from a court of competent jurisdiction.

The arbitration proceedings shall be heard by one independent arbitrator who shall be an attorney or retired judge. The arbitration shall be held in accordance with the then-existing Commercial Arbitration Rules of the AAA. All matters within the scope of the Federal Arbitration Act (9 U.S.C. 1, et seq.) will be governed by it and not by any state arbitration law. You and NORWOOD waive any rights to maintain other available resolution processes for such disputes, such as a court action or administrative proceeding, to settle disputes. You and NORWOOD waive any right to a jury trial for such disputes. The rules in arbitration are different from the rules that apply in court. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in the terms and conditions, as a court would.

In reaching his or her decision, the arbitrator shall follow the Program Terms, shall be bound to apply the applicable law, and shall not rule inconsistently with the applicable law. The arbitrator may not (1) without the consent of all parties, combine more than one individual's claim or claims into a single case, (2) participate in or facilitate notification to others of potential claims, or (3) arbitrate or preside over any form of a class, mass, collective, or representative proceeding. The arbitrator shall include in his or her award any relief he or she deems proper in terms of money damages (with interest on unpaid amounts from the date due at the maximum rate allowed by law), and attorneys' fees and costs. The award of the arbitrator shall be conclusive and binding upon all parties to the proceeding, and judgment upon the award may be entered in any court of competent jurisdiction.

If a party violates this arbitration agreement by commencing an action asserting a Covered Claim in a court of law, then the court (and not an arbitrator) shall have the authority to resolve any disputes about the interpretation, formation, existence, enforceability, validity, and scope of the Program Terms and Conditions, including this arbitration agreement, and the Waiver of Class, Mass, Collective, and Representative Claims. However, if a party complies with this arbitration agreement and files for arbitration without filing a complaint in a court of law, then the arbitrator shall have the authority to resolve any disputes about the interpretation of the Program Terms and Conditions for purposes of discovery or the merits of the underlying claim, but shall have no authority to resolve any disputes about the formation, existence, enforceability, or validity of the Program Terms and Conditions, including this arbitration agreement, and the Waiver of Class, Mass, Collective, and Representative Claims.

Other than as may be required by law, the entire arbitration proceedings (including, but not limited to, any rulings, decisions, or orders of the arbitrator) shall remain confidential and shall not be disclosed to anyone other than the parties to proceeding.

Limitations Period:

Any and all claims and actions arising out of or relating to the Program Terms and Conditions must be started within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred. This Limitations Period section does not apply to residents any state where local law prohibits it.

Governing Law:

These Terms and Conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, United States, without regard to its conflicts of law rules. Any dispute not covered by the terms of the Arbitration provision set forth in these Program Terms and Conditions may be filed only in the state or federal courts located in the State of Georgia, United States.

Confidentiality

With respect to all communications you make to us regarding Norwood Information including but not limited to feedback, questions, comments, suggestions and the like: (a) you shall have no right of confidentiality in your communications and we shall have no obligation to protect your communications from disclosure; (b) we shall be free to reproduce, use, disclose and distribute your communications to others without limitation; and (c) we shall be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information.

Inaccuracies and Errors

Norwood Information may contain technical inaccuracies and typographical errors, including but not limited to inaccuracies relating to pricing or availability applicable to your transaction. Norwood does not assume responsibility or liability for any such inaccuracies, errors or omissions, and shall have no obligation to honor reservations or information affected by such inaccuracies. Norwood reserves the right to make changes, corrections, cancellations and/or improvements to Norwood Information, and to the products and

programs described in such information, at any time without notice, including after confirmation of a transaction.

Mis-Communications / Lost Transactions

Norwood and any other providers of products or services related to the Sites are not responsible for communication malfunctions, failures, or difficulties, or lost, stolen, or misdirected, transmissions, messages or entries, or the security of any such communications. Further, Norwood and any other providers of products or services related to the Sites are not responsible for incorrect or inaccurate entry information, whether caused by user(s) or by any of the equipment or programming associated with the Sites, or by any technical or human error that may occur in the processing of any information related to the Sites. Norwood and any other providers of products or services related to the Sites may cancel or modify reservations where it appears that a user has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

You agree that neither Norwood nor any other providers of products or services related to the Sites are responsible for any damages that may arise as a result of any travel or hotel arrangements or other orders you request or make on the Sites which are not processed or accepted for any reason.