

**TERMS & CONDITIONS FOR PROPERTY WEBSITES**  
*as of April 29, 2010*

**TERMS & CONDITIONS OF USE**

This website for SHERATON KONA RESORT & SPA AT KEAUHOU BAY (the "Site") is maintained by or on behalf of AVENUE CAPITAL GROUP ("Company"), and is hosted by HYPERDISK MARKETING ("[HOSTING COMPANY]"). By accessing and using the Site, you acknowledge and agree to the following terms and conditions:

**Site Content**

The Site and all content contained thereon including, images, photographs, logos and other materials, and the copyrights, trademarks, trade dress and other intellectual property rights in such materials are owned by Company or its licensors, including Starwood Hotels & Resorts Worldwide, Inc. and its affiliates (collectively, "Starwood"). SHERATON and certain other trademarks appearing on the Site are used by Company under license from Starwood. The Site or any portion of this Site may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose that is not expressly permitted by Company and Starwood.

**Links**

The Site may contain links to other websites. Company provides such links for your convenience only and is not responsible or liable for the actions of such independent websites. The inclusion of these links in no way indicates Company's endorsement, support or approval of the content, advertising, products, services, policies or other materials on or available from such websites.

**Tracking Technologies**

The Site may use cookies, invisible pixels, web beacons and other technologies to obtain information about you. A cookie is a text file that is sent to your browser from a web server and stored on your computer's hard drive. It assigns the computer a unique identifier which becomes your identifier when you return to the Site and related sites. You may adjust your Internet browser to reject cookies; however, rejecting cookies might affect your ability to perform certain transactions. Information collected from invisible pixels is used and reported in the aggregate.

**Disclaimer**

The Site and the content provided thereon is provided on an "AS IS" basis, without representations or warranties of any kind, either express or implied, including, but not limited to, warranties or title and implied warranties of merchantability or fitness for a particular purpose.

**Limitation of Liability**

IN NO EVENT SHALL COMPANY, STARWOOD, HYPERDISK MARKETING OR THEIR RESPECTIVE AFFILIATES, AGENTS, REPRESENTATIVES OR LICENSORS BE LIABLE TO YOU FOR ANY LOSS OR INJURY OR ANY DAMAGES, EITHER DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST SAVINGS) RESULTING FROM OR IN ANY WAY CONNECTED TO THE SITE OR THESE TERMS & CONDITIONS, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Indemnity**

You agree to indemnify and hold Company, Starwood and their respective affiliates, officers, directors, agents and employees harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Site, your breach of these terms and conditions or your violation of any law or the rights of a third party.

**Governing Law**

Any disputes arising out of or related to the Site or these terms & conditions shall be handled individually without any class action, and shall be governed by, construed and enforced in accordance with the laws of the State of New York, excluding its conflict of law rules.

**Modification**

These terms and conditions may at any time be amended, modified or supplemented, and your continued use of the Website will constitute your acceptance of any such amendment, modification, or supplementation.

*Revised: [INSERT DATE POSTED]*