

Last modified: [6/10/19]

CH OPCO, LLC (“**Company**”, “**We**”, “**Us**”) respects your privacy and is committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide when you visit the website www.thecolonypalmbeach.com (our “**Website**”) and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On this Website.
- In email, text, and other electronic messages between you and Us.

It does not apply to information collected by:

- Any third party, including through any application or content (including advertising) that may link to or be accessible from or on the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy. This policy may change from time to time (as described below). Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Website, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number (“**personal information**”);

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies.

Personal Information is Processed in the United States

We are located in the United States and follow the information and consumer protection laws of the United States and its individual states as applicable. By using the Website, you

acknowledge that you are interacting with Us in the United States. If you reside or are located in a different country, the data protection laws of that country may differ as to how and what categories of personal information are protected by law and your individual rights with respect to certain personal information. When we obtain your personal information, your personal information will be transferred to the United States. In allowing that, you are giving us your consent to process your information in the United States, in accordance with United States laws, and as explained in this Privacy Policy.

Information You Provide to Us

The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website. We may also ask you for information when you report a problem with our Website.
- Records and copies of your correspondence (including email addresses), if you contact us.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically may include personal information, and we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your

computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Website or any products or services we offer or provide through it.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

Disclosure of Your Information

We may disclose aggregated information about our users without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Company about our Website users is among the assets transferred.
- To fulfill the purpose for which you provide it.

- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our terms of use and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.

Information for Children

Our Website is intended to be used by adults, and is not directed to minors. We do not knowingly collect personal information from children under the age of 13. If we learn that we have inadvertently gathered personal information from a child under the age of 13, we will take reasonable measures to promptly remove that information from our records.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

Website Terms of Use

Last Modified: [6/10/19]

Acceptance of the Terms of Use

These **terms** of use are entered into by and between You and CH OPCO, LLC (“**Company**”, “**we**”, or “**us**”). The following **terms and conditions** (these “**Terms of Use**”), govern your access to and use of www.thecolonypalmbeach.com (the “**Website**”), including any content, functionality, and services offered on or through the **Website**, whether as a guest or a registered user.

Please read the **Terms of Use** carefully before you start to use the **Website**. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at www.thecolonypalmbeach.com incorporated herein by reference.** If you do not want to agree to these **Terms of Use** or the Privacy Policy, you must not access or use the **Website**.

Changes to the Terms of Use

We may revise and update these **Terms of Use** from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the **Website** thereafter.

Your continued use of the **Website** following the posting of revised **Terms of Use** means that you accept and agree to the changes. You are expected to check this page so you are aware of any changes, as they are binding on you.

Information for Children

The **Website** is intended to be used only by adults and is not directed to minors. If you are a minor, you may only access and use our **Website** under the supervision of a parent or legal guardian who agrees to be bound by these **Terms of Use** (including our Privacy Policy).

Accessing and Using the Website

We reserve the right to withdraw or amend this **Website**, and any service or material we provide on the **Website**, in our sole discretion without notice. We will not be liable if for any reason all or any part of the **Website** is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the **Website**, or the entire **Website**, to users, including

registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the **Website**.
- Ensuring that all persons who access the **Website** through your internet connection are aware of these **Terms of Use** and comply with them.

To access the **Website** or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a **condition** of your use of the **Website** that all the information you provide on the **Website** is correct, current, and complete. You agree that all information you provide to register with this **Website** or otherwise, including but not limited to through the use of any interactive features on the **Website**, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You may use the Website to make only legitimate reservations in good faith for use only by you, your invited guests, or others on whose behalf you are authorized to act. You may not use the Website to make reservations for other purposes, including reselling, impermissibly assigning, or posting on third-party websites, making speculative, false, or fraudulent reservations, or any reservations in anticipation of demand. We may, in our sole discretion, cancel or modify reservations for any reason, including any breach of these Terms of Use, where it appears that you engaged in fraudulent or inappropriate activity or under other circumstances

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this **Website** or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these **Terms of Use**.

Intellectual Property Rights

The **Website** and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These **Terms of Use** permit you to use the **Website** for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our **Website**, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print, or download, one copy of a reasonable number of pages of the **Website** for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the **Website** or any services or materials available through the **Website**.

If you wish to make any use of material on the **Website** other than that set out in this section, please address your request to: **Cagla Pistana @ cpistana@thecolonypalmbeach.com**.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the **Website** in breach of the **Terms of Use**, your right to use the **Website** will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the **Website** or any content on the **Website** is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the **Website** not expressly permitted by these **Terms of Use** is a breach of these **Terms of Use** and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the Company's trademarks, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors.

You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this **Website** are the trademarks of their respective owners.

Prohibited Uses

You may use the **Website** only for lawful purposes and in accordance with these **Terms of Use**. You agree not to use the **Website**:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the **Website**, or which, as determined by us, may harm the Company or users of the **Website** or expose them to liability.

Additionally, you agree not to:

- Use the **Website** in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the **Website**, including their ability to engage in real time activities through the **Website**.
- Use any robot, spider, or other automatic device, process, or means to access the **Website** for any purpose, including monitoring or copying any of the material on the **Website**.
- Use any manual process to monitor or copy any of the material on the **Website** or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the **Website**.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
 - Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the **Website**, the server on which the **Website** is stored, or any server, computer, or database connected to the **Website**.
 - Attack the **Website** via a denial-of-service attack or a distributed denial-of-service attack.
 - Otherwise attempt to interfere with the proper working of the **Website**.

Reliance on Information Posted

The information presented on or through the **Website** is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the **Website**, or by anyone who may be informed of any of its contents.

This **Website** may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this **Website** from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the **Website** may be out of date at any given time, and we are under no obligation to update such material.

Links from the Website

If the **Website** contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party **websites** linked to this **Website**, you do so entirely at your own risk and subject to the **terms and conditions** of use for such **websites**.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the **Website** will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for

maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE **WEBSITE** OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE **WEBSITE** OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY **WEBSITE** LINKED TO IT.

YOUR USE OF THE **WEBSITE**, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE **WEBSITE** IS AT YOUR OWN RISK. THE **WEBSITE**, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE **WEBSITE** ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE **WEBSITE**. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE **WEBSITE**, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE **WEBSITE** WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE **WEBSITE** OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE **WEBSITE** WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE **WEBSITE**, ANY **WEBSITES** LINKED TO IT, ANY CONTENT ON THE **WEBSITE** OR SUCH OTHER **WEBSITES**, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND

SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these **Terms of Use** or your use of the **Website**, including, but not limited to, your User Contributions, any use of the **Website's** content, services, and products other than as expressly authorized in these **Terms of Use** or your use of any information obtained from the **Website**.

Governing Law and Jurisdiction

All matters relating to the **Website** and these **Terms of Use** and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these **Terms of Use** or the **Website** shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the City of Palm Beach, Florida. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by the Company of any **term** or **condition** set out in these **Terms of Use** shall be deemed a further or continuing waiver of such **term** or **condition** or a waiver of any other **term** or **condition**, and any failure of the Company to assert a right or provision under these **Terms of Use** shall not constitute a waiver of such right or provision.

If any provision of these **Terms of Use** is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the **Terms of Use** will continue in full force and effect.

Entire Agreement

The **Terms of Use** and our Privacy Policy constitute the sole and entire agreement between you and Company regarding the **Website** and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the **Website**.
