

Accommodations Plus International “API” My Crew Care Mobile Website Terms and Conditions

Agreement between user and <https://api2.apicrewcare.com> .

Welcome to Accommodations Plus International My Crew Care Mobile Website

<https://api2.apicrewcare.com> .

The <https://api2.apicrewcare.com> website (the “Site”) is comprised of various web pages operated by Accommodations Plus International (“API”), <https://api2.apicrewcare.com> is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). Your use of <https://api2.apicrewcare.com> constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

<https://api2.apicrewcare.com> is a mobile web site that provides airline crewmembers pertinent information about their recent and upcoming layover information; reporting detail, and provide airline crewmembers with the ability to perform searches for hotels that are available to their particular airline. In addition, this website provides airline crewmembers with the ability to leave, review and respond to feedback for recent layovers.

Privacy

Your use of <https://api2.apicrewcare.com> is subject to API’s Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communication

Visiting <https://api2.apicrewcare.com> or sending emails to API constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You acknowledge that API is not responsible for third party access to your account that results from misappropriation of your account. API and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Links to third party sites/Third party services

<https://api2.apicrewcare.com> may contain links to other websites (“Linked Sites”). The linked Sites are not under the control of API and API is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. API is providing

these links to you only as a convenience, and the inclusion of any link does not imply endorsement by API of the site of any association with it operators.

Certain services made available via <https://api2.apicrewcare.com> are delivered by third party sites and organizations.

No unlawful prohibited use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use <https://api2.apicrewcare.com> strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to API that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software use on the Site, is the property of API or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. API content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of API and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of API or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by API from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the API Content accessed through <https://api2.apicrewcare.com> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

Excluding acts of negligence or willful misconduct on the part of API, you agree to indemnify, defend and hold harmless API, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any use posting made by you, your violation

of any applicable laws, rules or regulations. API reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with API in asserting any available defenses.

Liability disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. ACCOMMODATIONS PLUS INTERNATIONAL AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

ACCOMMODATIONS PLUS INTERNATIONAL AND/OR ITS SUPPLIERS MAKE NO REPRESENTATION ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ACCOMMODATIONS PLUS INTERNATIONAL AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ACCOMMODATIONS PLUS INTERNATIONAL OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/access restriction

API reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York and you hereby consent to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and API as a result of this agreement or use of the Site. API's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of API's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by API with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the

warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and API with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronics, oral or written, between the use and API with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in print form. It is the express wish to the parties that this agreement and all related documents be written in English.

Change to Terms

API reserves the right, in its sole discretion, to change the Terms under which <https://api2.apicrewcare.com> is offered. In the event API changes the Terms you will be notified at least thirty (30) days in advance of any such change by API. The most current version of the Terms will supersede all previous versions. API encourages you to periodically review the Terms to stay informed of our updates.

Data Security

API shall maintain a documented data breach action and response plan. If API discovers or is notified of a breach, or potential breach, of data security, or any unauthorized access or use relating to your personal identifiable information, API will promptly at its expense: (i) notify you, (ii) investigate the breach and take reasonable steps to mitigate the breach, (iii) perform any post-incident assessments to prevent future breaches of your personal identifiable information. In the event of disclosure or loss of, or inability to account for any of your personal identifiable information, API shall be solely responsible for the costs of remedying any data incident caused by a data related breach.

Contact Us

API welcomes your questions or comments regarding the Terms:

Accommodations Plus International

1200 Route 109

Lindenhurst, New York 11758

Telephone Number:

1.516.798.4444

Effective as of December 18, 2014