

Website General Terms and Conditions of use <https://floridianexpress.com/>

Last Updated and Effective: February 5, 2024

FIRST, AN IMPORTANT MESSAGE: PLEASE READ THESE GENERAL TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE SITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATION OF LIABILITY, AND YOUR INDEMNITY TO US. **FOR USERS LOCATED IN THE UNITED STATES: THESE GENERAL TERMS AND CONDITIONS OF USE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS OR JURY TRIALS, AND LIMITS THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE.**

ANY USE OF THE SITE FOR ANY PURPOSE WHATSOEVER IMPLIES THE USER'S UNRESERVED ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS OF USE. These General Terms and Conditions of Use constitute a binding agreement between you and Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE. Each time that you access or use the Site, you are indicating that you have read and understand the General Terms and Conditions of Use, and that you agree to comply and be legally bound by them. If you do not agree to the General Terms and Conditions of Use, you may not access or use the Site.

If you are accepting or agreeing to the General Terms and Conditions of Use on behalf of a company or other legal entity, you represent and warrant that you have the authority to act on behalf of and bind that entity to these General Terms and Conditions of Use.

Article 1: The company

The website is published by HotelFLORIDIAN EXPRESS INTERNATIONAL DRIVE [available here](#).

Article 2: Terminology

The terms mentioned below have the following meaning in these General Terms and Conditions of Use:

- **Hotel** FLORIDIAN EXPRESS INTERNATIONAL DRIVE located at 6323 International Dr, Orlando, FL 32819 and our affiliates, which include B&B HOTELS FLORIDA and our holding company B&B HOTEL US Inc.
- **Parties:** in the plural refers to Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE and the User together. In the singular, it refers to only one of the two Parties.
- **Services:** refers to any services or products offered by Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE and its service providers on its Site, including any and all related services and promotions, that is not otherwise subject to a written agreement between you and Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE
- **Site:** refers to the Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE website accessible at <https://floridianexpress.com/>.
- **Site Content** : refers to any and all videos, text, photos, information and other content included, provided or made available on or through the Site.
- **User(s):** means any and all persons that access or use the Site.

Article 3: Purpose and Scope

These General Terms and Conditions of Use define the legal framework governing access to the Site and their uses.

These General Terms and Conditions of Use are in English and are intended to apply between Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE and any user wishing to access the Site and/or use the Services.

These General Terms and Conditions of Use do not govern the booking of a stay, which is governed by the General Terms and Conditions of Sale available [here](#).

Article 4: Acceptance of the General Terms and Conditions of Use

Your access to and use of the Site is governed by the terms and conditions of these General Terms and Conditions of Use, our Privacy Policy, currently located at <https://floridianexpress.com/privacy-policy/> (as described in more detail in Data privacy and protection article below), any and all other policies and rules referenced herein, posted on the Site, or otherwise communicated to users (the “**Site Rules**”). The User thus undertakes to read these General Terms and Conditions of Use carefully when accessing the Site and is asked to download them, print them and keep a copy.

These General Terms and Conditions of Use are available at the bottom of each page of the Site by means of a hypertext link and can be consulted at any time.

PLEASE READ THESE GENERAL TERMS AND CONDITIONS OF USE, OUR PRIVACY POLICY, AND ALL APPLICABLE SITE RULES (COLLECTIVELY, THE “**TERMS**”) CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS AND REMEDIES IN CONNECTION WITH YOUR USE OF THE SITE AND SERVICES. FOR EXAMPLE, THE TERMS INCLUDE:

- IMPORTANT INFORMATION ABOUT THE FUNCTIONAL LIMITATIONS OF THE SITE AND/OR THE SERVICES;
- YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS;
- LIMITATIONS OF OUR LIABILITY TO YOU; AND
- A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

YOUR ACCESS TO AND USE OF THE SITE AND SERVICES IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS.

Your failure to comply with the Terms may result in the suspension or termination of your access to the Site, and may subject you to civil and criminal penalties.

Article 5: Important Information About the Site

5.1. License to Use

Subject to your compliance with the Terms, HotelFLORIDIAN EXPRESS INTERNATIONAL DRIVE grants you a limited non-exclusive, non-transferable, non-assignable and non-sublicensable license to access and use the Site and Services for personal, non-commercial use. This license is granted for the sole purpose of enabling you to use and enjoy the benefit of the Site, in the manner permitted by the Terms.

5.2. Set-Up and Operating Requirements

In order to access the Site and use the Services, you must have internet access (e.g., Wi-Fi or 3G/4G/5G with a data plan).

If this requirement is not, you will not be able to use some or all of the Services.

5.3. Service Limitations

In addition to the set-up and operating requirements, there are certain other circumstances that may limit the availability or effectiveness of the Services.

- Service Area – Unless otherwise agreed to in writing by us, the Site is configured for use throughout the world, particularly in the United States, Canada, South America and Europe..
- Service Interruptions – The Services can be interrupted for any reason that disrupts internet access or GPS capabilities, including in the event of:
 - electrical power outages;
 - natural disasters;
 - electronic interference;
 - an outage affecting the data transport service;
 - failure of originating or terminating access lines;
 - network congestion and/or reduced routing speed on Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE 's network, or another network (for example, due to spikes in call volume in the wake of local or national disasters), causing failed calls, busy signals or unexpected answering wait times (which may be longer than emergency calls placed via traditional telephone networks);
 - compatibility issues; or
 - equipment failures relating to your equipment or the Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE 's equipment, including, hardware or software failures or misconfiguration affecting Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE , its offices, data centers, and/or any of its service providers.

5.4. Acknowledgements

YOU AFFIRM THAT YOU HAVE READ THE FOREGOING AND ACKNOWLEDGE THAT:

- HOTEL FLORIDIAN EXPRESS INTERNATIONAL DRIVE DOES NOT AND CANNOT GUARANTEE THAT THE SITE WILL BE CONTINUOUS OR ERROR-FREE. FOR EXAMPLE, THE SITE WILL NOT BE AVAILABLE OUTSIDE OF THE SERVICE AREA OR UNDER CIRCUMSTANCES SET FORTH ABOVE.
- IF YOUR MOBILE OR DATA PLAN SERVICES OR ACCESS TO THE INTERNET OR OUR SITE IS/ARE SUSPENDED, CANCELLED OR TERMINATED (E.G., AS A RESULT OF BILLING ISSUES OR OTHER BREACH), YOU MAY NOT BE ABLE TO USE SOME OR ALL OF THE SITE.
- YOU ARE EXCLUSIVELY RESPONSIBLE FOR YOUR USE OF THE SITE. ABUSE OF THE SERVICES MAY SUBJECT YOU TO CIVIL AND CRIMINAL FINES AND PENALTIES.

5.5. Modifications and Updates to the Site and Services

Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE reserves the right, in their sole discretion, to modify or discontinue offering the Site and/or Services, in whole or in part, including any features, functionality, tools or content thereof, at any time, for any reason or no reason, with or without notice to you. We also retain the right to impose limits on your use and Site Content at our sole discretion at any time without prior notice to you.

You agree that Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE has no obligation to provide any updates or continue to provide or enable any particular features, functionality, tools, or content and will not be liable with respect to any such modifications, discontinuance, or deletions.

5.6. International Users

The Site is controlled and operated within the European Union, UK, United States, Brazil, and Switzerland and, unless otherwise agreed to in writing by us, is not intended for use outside the European Union, UK, United States, Brazil, and Switzerland. You are hereby prohibited from accessing or using the Site from any territory where the Site or any of the features, functionality, tools, content thereof, is illegal. If you choose to access the Site from a location outside the European Union, UK, United States, Brazil, and Switzerland, you do so at your own risk and you are solely responsible for compliance with applicable laws, rules and regulations, including export laws and any regulations and local laws regarding online conduct and content.

5.7. Reliance on Information Posted

We do not warrant the accuracy, completeness or usefulness of Site Content. Any reliance you place on Site Content is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other User, or by anyone who may be informed of any of its contents.

Article 6: Technical specifications

By using the Site, the User acknowledges that he/she has the necessary means and skills to use the proposed functionalities.

The equipment required to access and use the Site is at the User's expense, as are any telecommunication costs incurred by their use.

Article 7: User conduct guidelines

Any time you access or use the Site, you are required to comply with our User Conduct Guidelines, as set forth below.

You are not authorized to access or use the Site:

- to impersonate any person or entity, or falsify or otherwise misrepresent your identity, credentials, affiliations or intentions;
- to collect, store or use any information from or about another User, other than to provide aid to such User or as otherwise authorized and intended by such User;
- to “stalk” or harass any other User;
- to distribute unsolicited commercial or bulk electronic communications (or, “spam”), chain letters or “pyramid” schemes;
- for political campaigning, recruiting votes or soliciting donations or other support for legislative or other initiatives;
- to systematically retrieve information or content to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- if you are not able to form legally binding contracts (for example, if you are under 21);
- if you are a person barred from receiving services under the laws of the European Union, United States, or other applicable jurisdiction; or
- for any other purposes that are not expressly permitted by the Terms.

Further, you may not:

- access, copy, distribute, share, publish, use or store any Site Content, for purposes that are inconsistent with our Privacy Policy, or otherwise violate the privacy rights or any other rights of other Users or any other third party, including by disclosing, selling, renting, distributing or exposing any Site Content to a third party, using it for marketing purposes, or otherwise using it for any purposes unrelated to the Site;
- access, copy, distribute, share, publish, use or store, or prepare derivative works from any Site Content that belongs to Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE , another User or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of the person or entity party holding the rights to license such use;
- seek to violate the automated data processing systems implemented on the Site, in particular through practices such as scrapping;
- allow third-parties to obtain, directly or indirectly, pirated software, software serial numbers, software enabling acts of piracy and intrusion into computer and telecommunication systems, viruses and other logic bombs and, in general, any software or other tool enabling to violate the rights of others and the security of persons and property;

- circumvent our systems, policies, determinations as to your ability to access or use our Services, including by attempting to access or use the Services if you have been suspended or you have otherwise been temporarily or permanently prohibited or blocked from using the Services;
- access, search, collect information from, or otherwise interact with the Site by “scraping,” “crawling” or “spidering” the Site, by the use of any software, device, script or robot, or by any other means (automated or otherwise) other than through the currently available, published interfaces that are provided by Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE , unless you have been specifically authorized to do so in a separate agreement with Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE;
- use, display, mirror or frame the Site, or any feature, functionality, tool or content of the Site, Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE’s name, any Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE trademark, logo or other proprietary information, without Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE ’s express written consent;
- interfere with, disrupt, damage or compromise the Site or our systems or the access of any User, host or network in any way, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology or by overloading, flooding, spamming, mail-bombing the Site or otherwise imposing an unreasonable or disproportionately large load on the Site;
- access, tamper with or use non-public areas of any of the Site, Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE ’s computer systems, or the technical delivery systems of Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE’s providers;
- probe, scan, or test the vulnerability of any system or network of Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE or its providers, or breach or circumvent any security or authentication measures of such system or network;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE or any of Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE ’s providers or any other third party to protect the Site;
- forge any TCP/IP packet header or any part of the header information in any e-mail or posting, or in any way use the Site to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the code or software used to provide the Site;
- export or re-export the Site, except in compliance with the export control laws and regulations of any relevant jurisdictions;
- otherwise abuse the Site or breach the Terms; or

- attempt to do any of the foregoing, or advocate, encourage or assist any third party in doing any of the foregoing.

Article 8: Services offered by the Site

The Site allows you, via a single online entry point, to access your future bookings and to book your room at Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE. All offers, booking conditions and contracts are offered to you in accordance with the General Terms and Conditions of Sale. In the event of any contradiction or ambiguity between the provisions of these Terms and those of the applicable General Terms and Conditions of Sale with regard to their subject matter, the provisions of the General Terms and Conditions of Sale shall prevail.

Article 9: Obligations of the Parties

9.1. Obligations of Users

When using the Site, each User undertakes to not breach public order and to comply with the laws and regulations in force, to respect the rights of third-parties and the provisions of these Terms, including the User Conduct Guidelines stated herein.

The User is solely responsible for his/her use of the Services.

9.2. Obligations of Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE

Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE undertakes to do everything in its power to ensure continuity of access to and use of the Site, subject to the limitations described in these Terms.

Article 10: Data privacy and protection

Our collection and use of information about Users is governed by our Privacy Policy. By accessing and using the Site, you acknowledge the collection and use of this information, including the transfer of this information outside of your jurisdiction, for storage, processing, and use by Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE.

When booking a hotel room, the User is asked to provide personal data. To learn more about our data practices, please see our Privacy Policy.

Article 11: Intellectual property

All rights, titles and interests related to the Site, its content, features, graphics, database, data and generally any information contained therein, including, but not limited to, all trademarks, copyrights, logos, trade names, illustrations, images, designs, are the sole and absolute property of the Site's publisher and/or its licensors. You acknowledge and agree that the Site and Services, and all intellectual property rights therein are the exclusive property of Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE. You will not remove, alter or obscure any copyright, trademark, service mark, patent marking, or other proprietary rights notices incorporated in or accompanying the Site or Services.

Without limiting the foregoing, you acknowledge and agree that the trade names, logos, and other trademarks and service marks present on the Site (the "**Site Marks**") belong to Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE, and that you are not permitted to use the Site Marks without our prior written consent.

You may not use, copy, reproduce, distribute, license, sell, transfer, publish, post, publicly display, publicly perform, transmit, broadcast, adapt, modify, prepare derivative works based upon, or otherwise exploit any features, functionality, tools or content of the Site or Services in any form or by any means, or sublicense the rights granted in the Terms, except as expressly permitted herein, without the prior written permission of Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE or the intellectual property owner, as applicable.

This foregoing license is subject to modification or revocation at any time at Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE's sole discretion.

No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE, except for the licenses and rights expressly granted in the Terms. All rights not expressly granted to you by the Terms are hereby reserved.

Acceptance of these Terms constitutes recognition by the User of Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE's intellectual property rights and an undertaking to respect them.

Article 12: Responsibility

12.1. General principles

Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE declines all responsibility in particular:

- In the event of temporary inability to access the Site for technical maintenance or updating of published information. Users acknowledge that Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE shall not be held liable in the event of malfunctions or interruptions in the said transmission networks;

- In the event of virus attacks, unlawful intrusion into an automated data processing system;
- In case of abnormal use or illicit use of the Site by a User or a third-party;
- Concerning the content of third-party websites to which hyperlinks on the Site are linked;
- In the event of non-compliance with these Terms attributable to Users;
- In case of delay or non-performance of its obligations, when the cause of the delay or non-performance is associated to an event of force majeure;
- In the event of an external cause not attributable to Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE; and
- In the event of unlawful action by a User, or contractual non-performance of which a User is guilty in the context of booking a stay.

In the event of abnormal use or illicit use of the Site, the User shall be solely responsible for any damage caused to third-parties and the consequences of any claims or actions that may result.

12.2. Links to third-party websites/offers

The Site may include links or hyperlinks to third-party websites, resources, services, or offers. These links and third party offers are provided for information purposes only.

You acknowledge and agree that Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE is not responsible or liable for (i) the availability, terms or practices of such websites, resources or services, or (ii) the content, products or services available on or through such websites, resources or services, including that any information provided is complete, accurate or up to date. Links to such websites, resources or services do not imply any endorsement by Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE of such websites, resources or services or the content, products or services available on or through such websites, resources or services. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites, resources or services or the content, products or services available on or through such websites or services.

We will not be responsible or liable for any damage or harm resulting from your interactions with such websites or services, or the content, products or services available on or through such websites or services.

Article 13: Warranties, disclaimers, limitation of liability and indemnification

13.1. Warranties by Users

You represent and warrant to Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE that:

- You have the power and authority to accept and agree to the Terms;
- You own or control all of the rights necessary to grant the rights and licenses granted herein;
- You will not violate any national, federal, state, or local laws, rules or regulations or infringe the rights of any third party, including, any intellectual property, privacy or publicity-related rights, in connection with your access to or use of the Site and Services;
- The exercise by Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE of the rights granted by you hereunder will not cause Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE to violate any applicable laws, rules or regulations, to infringe the rights of any third party; and
- All information provided by you will be complete, accurate and up to date when provided, and updated as necessary to ensure that it remains complete, accurate and up to date.

13.2. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, HOTEL FLORIDIAN EXPRESS INTERNATIONAL DRIVE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE OR RIGHTFUL CLAIM, WARRANTIES AS TO THE RELIABILITY OR AVAILABILITY OF THE SITE OR SERVICES, OR THAT USE OF THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WARRANTIES AS TO THE COMPLETENESS, ACCURACY OR TIMELINESS OF ANY SITE CONTENT.

13.3. Limitation of liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW:

- THE ENTIRE RISK ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE IS AND REMAINS WITH YOU.
- WITHOUT LIMITING THE FOREGOING, HOTEL FLORIDIAN EXPRESS INTERNATIONAL DRIVE DISCLAIMS ANY AND ALL LIABILITY RELATED TO (I) YOUR USE OF OR INABILITY TO USE THE SITE, (II) THE ACTS OR OMISSIONS OF ANY OTHER USER OR ANY OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, AND (III) ANY SITE CONTENT ACCESSED, VIEWED OR DOWNLOADED IN CONNECTION WITH THE USE OF THE SITE.

- YOU ACKNOWLEDGE AND AGREE THAT ACCESSING AND USING THE SITE, IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU AND HEREBY RELEASE HOTEL FLORIDIAN EXPRESS INTERNATIONAL DRIVE AND WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGES CAUSED BY ANY OF THE FOREGOING.
- IN NO EVENT WILL HOTEL FLORIDIAN EXPRESS INTERNATIONAL DRIVE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR DAMAGES FOR LOST REVENUES OR PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HOTEL FLORIDIAN EXPRESS INTERNATIONAL DRIVE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSIVE OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN THIS ARTICLE, SO THESE LIMITATIONS AND EXCLUSIONS APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, HOTEL FLORIDIAN EXPRESS INTERNATIONAL DRIVE 'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED U.S. DOLLARS (US\$100).

13.4. Basis of the bargain

YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HOTEL FLORIDIAN EXPRESS INTERNATIONAL DRIVE AND YOU, AND WILL SURVIVE AND APPLY EVEN IF YOUR REMEDIES ARE FOUND OR ALLEGED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

13.5. Exclusions

NOTHING IN THE TERMS FURTHER IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY

NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE FROM DEATH OR PERSONAL INJURY. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN THIS ARTICLE THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU, AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT REQUIRED BY LAW.

13.6. Indemnification

To the maximum extent not prohibited by applicable law, you agree to release, defend, indemnify, and hold Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE, its parent, subsidiaries, affiliates, licensors and service providers, and its and their officers, directors, shareholders, agents, employees and representatives, harmless (collectively “indemnify” or any variation thereof) from and against any claims, liabilities, damages, losses, costs and expenses, including, any bodily injury, illness, death or damage to any real or personal property, or any other injuries, losses, or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind, and including reasonable legal fees and litigation expenses and costs, arising out of or relating to or in any way connected with (i) your access to or use of the Site, including any and all features, functionality, tools, content and promotions available on and through the Services, (ii) your breach of the Terms, including any violation of national, federal, state or local or other applicable laws, rules or regulations or any infringement or misappropriation of the rights of any third party, and (iii) your gross negligence or willful misconduct.

13.7. Obligation to defend

You agree that, at Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE’s option, you will conduct the defense of any such claim or action; provided that, notwithstanding our election that you conduct the defense, (i) Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE may nevertheless participate in such defense or settlement negotiations and pay its own costs associated therewith, and (ii) you will not enter into any settlement or other compromise without the prior written approval of Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE (which approval shall not be unreasonably withheld), unless such settlement or other compromise includes a full and unconditional release of the relevant parties from all liabilities and other obligations in respect of such claim or action.

13.8. No implied immunity

No person or entity shall be entitled to any form of equitable or implied indemnification at any time, except as provided by the Terms.

Article 14: Force majeure

Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE shall not be held liable if the non-performance or delay in the performance of any of its obligations described in these Terms is due to force majeure.

Force majeure in contractual matters occurs when an event beyond the control of a party, which could not reasonably be foreseen at the time of the conclusion of the contract and the effects of which cannot be avoided by appropriate measures, prevents the party from performing his obligation.

If the impediment is temporary, the performance of the obligation shall be suspended unless the resulting delay justifies the termination of the contract. If the impediment is definitive, the contract shall be terminated and the Parties shall be released from their respective obligations.

In the event of a force majeure event as described above, Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE shall endeavor to inform the User as soon as possible.

Article 15: Contact us

If you have any questions or concerns about the Site or the Services, please contact us in the following ways:

- By email to: customerservice@floridianexpress.com
- By mail to: 6323 International Dr, Orlando, FL 32819

15.1. California residents

Pursuant to California Civil Code §1789.3, California residents are also entitled to the following specific consumer rights notice:

Complaints regarding the Site or Services or requests to receive further information regarding use of the Site or Services may be sent using the methods listed above.

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N112, Sacramento, CA 95834 or by telephone at (916) 445-1245 or (800) 952-5210. Hearing impaired persons may call TDD (800)-326-2297 or TDD (916)-928-1227, see www.dca.ca.gov for additional information.

Article 16: Miscellaneous

Except as otherwise provided in the Terms, if an arbitrator or a court of competent jurisdiction finds any provision of the Terms to be invalid, void or unenforceable, in whole or in part, for any reason, the offending provision will be enforced to the

maximum extent permissible and will not affect the validity or enforceability of the remaining provisions, which will remain in full force and effect.

Our failure to exercise any right or enforce any obligation under these Terms or to take action with respect to a breach by you or others will not constitute a waiver of such right, obligation or breach. The waiver of any right, obligation or breach will be effective only if in writing and signed by a duly authorized representative of Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE . In addition, no waiver granted in any instance shall constitute a waiver in any other instance.

These Terms, including these General Terms and Conditions of Use, our Privacy Policy, and any and all applicable Site Rules, constitute the entire and exclusive understanding and agreement between you and Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE regarding your access to and use of the Site, including the Services, and supersede and replace any and all prior or contemporaneous oral or written understandings or agreements between you and Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE and regarding the subject matter hereof.

You may not assign, transfer, delegate or sublicense any of your rights or obligations under the Terms, including by operation of law or merger or consolidation, without our express prior written consent, which may be granted or withheld in our sole discretion. Any attempted assignment, transfer, delegation or sublicense without the foregoing consent will be null and void. Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE may assign, transfer, delegate and/or sublicense our rights and obligations under the Terms, in whole or in part, in its sole discretion, without restriction. Subject to the foregoing, the Terms will bind and inure to the benefit of the parties, their successors and assigns.

Except as otherwise expressly set forth herein, no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

Except as expressly set forth in the Terms, the exercise by either party of any of its remedies under the Terms will be without prejudice to its other remedies available under contract, at law, in equity or otherwise.

Except as otherwise expressly set forth herein, the Terms do not and are not intended to confer any rights or remedies upon any person other than the parties hereto.

Article 17: Modification of the Terms

These Terms and Conditions of Use apply to all Users browsing the Site. The applicable Terms and Conditions of Use are those that are in force at the time of browsing the Site.

Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE reserves the right, in its sole discretion, to amend the Terms, at any time and without prior notice, including to change, modify, add to, update or remove terms and conditions (collectively “amend” or “update”). If we choose to amend the Terms, we will update the Effective Date at

the top of the Terms and post the updated version. We may also, at our option, choose to notify you by e-mail or another means. By continuing to use the Site after an updated version of the Terms has been posted or you have otherwise been notified of an update, you are affirming that you agree to be bound by the amended Terms. This provision is subject to a few limitations in the “Dispute Resolution” sub-article below. If the amended Terms are not acceptable to you, your only recourse is to stop using the Site.

No other modification, amendment, supplement of or to the Terms will be binding unless it is in writing and signed by an authorized representative of the Parties.

Article 18: Governing law and dispute resolution

18.1. Governing law

THESE TERMS AND THE RELATIONSHIP BETWEEN ANY USER AND HOTEL FLORIDIAN EXPRESS INTERNATIONAL DRIVE ARE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

18.2. Dispute resolution

Our customer service department can resolve most customer concern quickly and to the customer’s satisfaction. Please contact our customer support at the following address: dispute@floridianexpress.com

In the event that you’re not satisfied with customer service’s solution (or if we have not been able to resolve a dispute we have with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Unless expressly limited by this Dispute Resolution provision, arbitrators can award the same damages and relief that a court can award. **Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted.** In arbitration you are entitled to recover attorneys’ fees from us to at least the same extent as you would be in court.

You and we agree to arbitrate **all Disputes** (as defined below) between us, except for claims arising from bodily injury or that pertain to enforcing, protecting, or the validity of your or our intellectual property rights (or the intellectual property rights of any of

our licensors, affiliates and partners). This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation or any other statutory or common-law legal theory;
- claims that arose before these Terms or any prior agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of physical bodily injury;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of these Terms.

References to “we,” “our,” and “us” (unless the context requires otherwise) include our respective subsidiaries, affiliates, agents, employees, licensees, licensors, and providers of content as of the time your or our claim arises; our respective predecessors in interest, successors, and assigns; and all authorized or unauthorized users or beneficiaries of Services under this or prior agreements between us. **You agree that you and we are each waiving the right to a trial by jury or to participate in a class action.** These Terms evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of these Terms.

A Party who intends to seek arbitration must first send to the other a written Notice of Dispute (“**Notice**”). The Notice to us should be sent by email to: dispute@floridianexpress.com. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). If we and you do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or us is entitled.

The arbitration will be governed by the Commercial Arbitration Rules (“**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable, another arbitration provider shall be selected by the Parties or by the court.) The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them in writing. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision or whether a dispute can or must be brought in arbitration are for the court to decide. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different individuals. Any arbitration hearings will take place in Miami, Florida before a single neutral arbitrator appointed in accordance with the AAA Rules and shall be conducted in the English language. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision

sufficient to explain the essential findings and conclusions on which the award is based.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief sought with respect to a particular claim), then that claim or request for relief shall be severed, and all other claims and requests for relief shall be arbitrated.

Notwithstanding any provision in these Terms to the contrary, we agree that if we make any future change to this arbitration provision during your use of the Site, you may reject any such change by sending us written notice within 30 days of the change. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

18.3. Jurisdiction and venue

Subject to the above arbitration provisions, you and Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE agree that any and all disputes, claims and actions, at law or in equity, arising out of or relating to or in connection with the Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Site (collectively, "**Disputes**") must be resolved exclusively by a court located in Miami, Florida, and each of us agrees that such courts shall have exclusive jurisdiction and venue for any such actions. You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

18.4. Prohibition of class and representative actions and non-individualized relief

YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST HOTEL FLORIDIAN EXPRESS INTERNATIONAL DRIVE ONLY ON AN INDIVIDUAL BASIS AND HEREBY WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING, TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW. FURTHER, UNLESS BOTH YOU AND HOTEL FLORIDIAN EXPRESS INTERNATIONAL

DRIVE OTHERWISE AGREE IN WRITING, THE COURT MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.

18.4. Future amendments to this article

Both of us agree that if we make any amendment to this Article 18 (other than an amendment to any notice address or site link provided herein) in the future, that amendment will not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the amendment. However, the amendment will apply to all other disputes or claims governed by this article that have arisen or may arise between you and Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE. We will notify you of amendments to this article by posting the amended Terms on <https://floridianexpress.com/website-general-terms-and-conditions-of-use/>. If you do not agree to the amended terms, you may close your account within 30 days and you will not be bound by the amended dispute resolution terms. If you do not have an account (or once you have closed your account, if applicable), you must cease using the Site immediately. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Hotel FLORIDIAN EXPRESS INTERNATIONAL DRIVE in accordance with the provisions of the "Dispute Resolution" article as of the latest Terms you accepted.

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