

# TERMS AND CONDITIONS OF USE FOR ROYALKUHIOSUITES.COM

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE  
ROYALKUHIOSUITES.COM.

Starts International Hawaii, Inc. maintains this site for your personal entertainment, information, education and communication. Please feel free to browse the site; provided, however, that by accessing and browsing this site, you acknowledge and agree, without qualification or limitation, to be bound by these terms and conditions of use (the "Terms"). If you do not agree to the Terms, please do not use Royalkuhiosuites.com. We reserve the right, at our discretion, to change, alter, modify, add or remove any of the Terms at any time. Please check the Terms periodically for changes. Your continued use of Royalkuhiosuites.com following a modification to the terms will signify your acceptance of such modifications.

1. No material from Royalkuhiosuites.com, or any other site owned, operated, licensed or controlled by Starts International Hawaii, Inc. may be copied, reproduced, republished, posted, transmitted or distributed in any way for public or commercial purposes. Use of the materials for any other purpose is a violation of Starts International Hawaii's copyright and other proprietary rights.

2. You should assume that all information or materials you see or read on Royalkuhiosuites.com are copyrighted unless otherwise noted and, therefore, may not be used except as provided for in these Terms or in the text of the site without the written permission of Starts International Hawaii, Inc.. Starts International Hawaii, Inc. neither represent nor warrant that your use of materials displayed on the site will not infringe upon the rights of third parties not owned by or affiliated with Starts International Hawaii, Inc..

3. Images of people, places and things displayed on Royalkuhiosuites.com are either the property of, or used with permissions by, Starts International Hawaii, Inc.. You are prohibited from using these images unless such use is specifically permitted by these Terms or the specific language of the site. Any unauthorized use of these images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

4. While Starts International Hawaii, Inc. uses reasonable efforts to include accurate and timely information on Royalkuhiosuites.com, Starts International Hawaii, Inc. makes no representations or warranties as to the accuracy of such information. Starts International Hawaii, Inc. assumes no liability or responsibility for any errors or omissions in the content of the site.

5. Starts International Hawaii, Inc. is pleased to hear from its guests and customers and welcomes your comments regarding its various products and services, including Royalkuhiosuites.com. We value your feedback and request that you be specific in your comments on our products and services to ensure that we will be better able to serve you in the future. Nevertheless, if you transmit any communications, materials, ideas, suggestions or submissions, including, but not limited to, creative suggestions, ideas, notes, drawings, concepts, business proposals or other information (collectively, the "Communications"), the Communications shall be deemed non-confidential and nonproprietary (even if you mark them "confidential" or "proprietary"). Any such Communications shall become the property of Starts International Hawaii, Inc. and may be used for any purpose, including, but not limited to, reproduction, disclosure, publication, broadcast and posting. Furthermore, Starts International Hawaii, Inc. is free to use any ideas, concepts, know-how or techniques contained in any Communications you send to the site for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing commercial products using or based upon such information, without compensation to the provider of the Communications.

6. The trademarks, logos and service marks (collectively the "Trademarks") displayed on Royalkuhiosuites.com are registered and unregistered Trademarks of Starts International Hawaii, Inc. and others. Nothing contained on the site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the site without the written permission of Starts International Hawaii, Inc. or such third party that may own the Trademarks displayed on the site. Your use of the Trademarks displayed on the site, or

any other content on the site, except as provided in these Terms, is strictly prohibited. You also are advised that Starts International Hawaii, Inc. will aggressively enforce their intellectual property rights to the fullest extent of the law.

7. THE MATERIALS ON OR FROM ROYALKUHIOSUITES.COM ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, STARTS INTERNATIONAL HAWAII, INC. DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding exclusions of implied warranties. Starts International Hawaii, Inc. neither represent nor warrants that the functions contained in the materials will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. By use of Royalkuhiosuites.com, you assume the entire cost of all necessary servicing, repair or correction. Starts International Hawaii, Inc. assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in Royalkuhiosuites.com or your downloading of any information, materials, data, text, images, video or audio from the site.

8. Under no circumstances, including, but not limited to, negligence, shall Starts International Hawaii, Inc. be liable for any special or consequential damages that result from the use of, or the inability to use, the information or materials on or from this site. In no event shall Starts International Hawaii, Inc.'s total liability to you for all damages, losses and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you for accessing Royalkuhiosuites.com.

9. You hereby agree to indemnify, defend and hold Starts International Hawaii, Inc. and its affiliated companies, and all officers, directors, owners, agents, employees, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs (including reasonable attorneys' fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach of these Terms by you. You shall use your best efforts to cooperate with Starts International Hawaii, Inc. in the defense of any claim; provided, however, that Starts International Hawaii, Inc. reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

10. Unless otherwise specified herein, the information and materials on Royalkuhiosuites.com are presented solely for the purpose of promoting products or services of Starts International Hawaii, Inc., which are available in the United States, its territories, possessions, and protectorates. This site is maintained and operated by Starts International Hawaii, Inc. from its offices in Honolulu, Hawaii of the United States of America. Starts International Hawaii, Inc. makes no representation that the products or services promoted on Royalkuhiosuites.com are available in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. No software from this site may be downloaded or otherwise exported or re-exported into (or to a national or resident of) any countries that are subject to U.S. export restrictions. By downloading or using software from this site, you represent and warrant that you are not located in, under the control of, or a national or resident of any country that is subject to U.S. export restrictions.

11. Starts International Hawaii, Inc. respects the privacy concerns of the users of Royalkuhiosuites.com. As a general policy, no personal information is automatically collected from users of Royalkuhiosuites.com. However, certain non-personal information may be recorded by the standard operation of this site, for the purposes of aggregate statistical analysis and site customization.

12. These terms are effective until terminated by either party. You may terminate these terms at any time by destroying all materials obtained from any and all Starts International Hawaii, Inc. site(s) and all related

documentation and all copies thereof. These terms may be terminated by Starts International Hawaii, Inc., at Starts International Hawaii, Inc.'s sole discretion, at any time and with no notice thereof. Upon notification of such termination, you must destroy all materials obtained from this site or any other Starts International Hawaii, Inc. site(s) and all copies thereof.

13. These Terms shall be governed by and construed in accordance with the laws of the State of Hawaii, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state or federal courts located in Honolulu, Hawaii. You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

## ERRORS & OMISSIONS

While Starts International Hawaii, Inc. uses reasonable efforts to include accurate and timely information on Royalkuhiosuites.com, Starts International Hawaii, Inc. makes any representations or warranties as to the accuracy of such information - including, but not limited to, published rates, dates for advertised specials, property descriptions and addresses. Starts International Hawaii, Inc. assume no liability or responsibility for any errors or omissions in the content of the site.

THE MATERIALS ON OR FROM ROYALKUHIOSUITES.COM ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, STARTS INTERNATIONAL HAWAII, INC. DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding exclusions of implied warranties. Starts International Hawaii, Inc. neither represent nor warrant that the functions contained in the materials will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. By use of Royalkuhiosuites.com, you assume the entire cost of all necessary servicing, repair or correction. Starts International Hawaii, Inc. assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in Royalkuhiosuites.com or your downloading of any information, materials, data, text, images, video or audio from the site.

Under no circumstances, including, but not limited to, negligence, shall Starts International Hawaii, Inc. be liable for any special or consequential damages that result from the use of, or the inability to use, the information or materials on or from this site. In no event shall Starts International Hawaii, Inc.'s total liability to you for all damages, losses and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you for accessing Royalkuhiosuites.com.