

# Digital Entry Terms of Use

Updated 6/1/2017

1. Credit and Debit Card Processing: To receive a Digital PIN Key Code, your entire reservation(s) charges will be applied and processed on your credit card at the time of booking.
2. After checking for availability of any room, you will pick a specific room for which you will receive a unique Digital PIN Key Code.
3. Your unique Digital PIN Key Code will be valid from the time of check in at 3:00 pm until checkout of 11:00 am on the day of your departure.
4. Additional charges per occupant, per night, above 2 occupants per room may apply.
5. Guests must be 21 years of age in order to check into the Inn.
6. Regardless of billing or master account arrangements, you are liable for any and all charges posted to your room(s). This includes any pay for view or TV channel subscriptions you may have purchased without permission. You will be charged at a later date via your credit card on file at Authorize.net and the fee will be 3x the rate of the cable bill. You are further liable for all damages to the room(s) caused by you or your guests/invitees during your stay.
7. If there is evidence of smoking in your room you will incur a deep cleaning fee charged to your account of \$250.00.
8. If you have asked for a room that allows crated pets, and you do not clean up after your pet outside or if your pet creates any damages inside, you will be charged an additional \$50.00 plus the damages, if any to the room.
9. At no time are people or parties allowed at the Inn that create loud noises or destructive behavior. Quiet time begins at 9:30 pm each night. If the police department is required to gain entrance to any suite for any reason besides a health related (excluding drug abuse or alcohol) emergency, you will be evicted immediately and will forfeit any remaining reservation length. This is an upscale facility and disturbances to others or property will not be tolerated. Any destruction will be vigorously prosecuted.
10. If any item(s) including dishes, appliances, linens or other property that belongs to the Inn is missing after you and your guest(s) check out, you will be charged a minimum charge of \$50.00 plus the cost of the item.
11. No cameras are placed inside of any suite, but maid service will be responsible to take a digital picture of the Suite upon Check out and then before check in of each room to verify the condition of the room on a daily basis.
12. Should your plans require you to adjust your departure date, please log on to [TheFieldsofEdenInn.com](http://TheFieldsofEdenInn.com) for room availability, but note that your rate is subject to change. Please

contact [info@ThefieldsofEdenInn.com](mailto:info@ThefieldsofEdenInn.com) immediately if there are any errors to name, rate or length of stay and we will call you to help with your accommodations.

13. You agree that any guests in your room are authorized by you to charge to the room from anywhere in the Inn or on Inn premises.
14. By providing your e-mail address, you consent to receiving promotional e-mails from [www.TheFieldsofEdenInn.com](http://www.TheFieldsofEdenInn.com) and its related and/or affiliated properties. For information on The Fields Of Eden Inn's privacy policy, please visit [The Fields Of Eden Inn.com/privacy](http://TheFieldsOfEdenInn.com/privacy).
15. To the maximum extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with his/her use, or inability to use, a digital key, including, without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
16. In the event required by local law, we may ask you to manually sign a guest registration card, provide identification and/or provide information on any vehicles you may have on the hotel premises.
17. For your Security
  1. Secure deadbolt and doorguard.
  2. Use viewport to ID all visitors.
  3. Safeguard and keep your PIN number and personal electronic device containing your digital guestroom key with you at all times.
  4. Ensure that all windows and doors are locked.

# Terms of Use for United States & Canada

Updated 6/1/2017

1. Eden Lodging LLC and The Fields of Eden Inn, LLC with its corporate headquarters at in Eden, New York, 14057, and its subsidiaries, provide various websites available to visitors located throughout the United States of America. Our websites include without limitation, this website, (collectively, our "Sites"). These Terms of Use also apply to translations of our Sites. Our Sites are controlled and operated from the United States and are subject to United States law.
2. The content and information displayed on the Sites are Eden Lodging, LLC and The Fields of Eden Inn, LLC property and are collectively referred to as "The Fields of Eden Inn, LLC Information". The downloading, reproduction, or retransmission of The Fields of Eden Inn Information, other than for non-commercial individual use, is strictly prohibited, except to the extent permitted by travel agents for business-only purposes in accordance with section 11 below.
3. By using our Sites you are accepting all the terms and conditions set forth below in these Terms of Use. If you do not agree to each and all of these terms and conditions please do not use our Sites. We reserve the right, at our discretion, to change and or modify portions of these Terms of Use at any time without notice and, unless otherwise indicated, such changes will become effective immediately upon posting; therefore, please check these Terms of Use periodically for changes. We will display the effective date of these Terms of Use at the top of this page.
4. Our Sites may contain our reference trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes or other proprietary rights of The Fields of Eden Inn, LLC and/or other parties. No license to or right in any such trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes and other proprietary rights is granted to or conferred upon you.
5. You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of our Sites, and that you

will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor, scrape, or copy our Sites or The Fields of Eden Inn, LLC Information contained therein, or any aspect of the Sites or the The Fields of Eden Inn, LLC Information, without the prior express consent from an authorized The Fields of Eden Inn, LLC representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to our Sites). Furthermore, you agree that you will not use our Sites for any purpose that is illegal, unlawful, or prohibited by these Terms of Use. You agree that you will not interrupt, disrupt, alter, destroy, impair, restrict, tamper, or otherwise affect the proper operation of our Sites in any way, including, without limitation, through the use of any malicious or unauthorized code, virus, worm, Trojan horse, malware, or program. You may not use our Sites in any threatening, libelous, slanderous, defamatory, obscene, inflammatory, pornographic, discriminatory, or otherwise offensive manner. We reserve the right in our sole discretion to revoke or deny your access to our Sites, including, without limitation, if you violate any of the provisions of these Terms of Use.

6. You agree that you will make only legitimate reservations in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent reservations, or any reservation in anticipation of demand.
7. Our Sites may provide you with the ability to use usernames, passwords, or other codes or devices to gain access to certain portions of our Sites ("access codes"). You are entirely responsible for maintaining the confidentiality of your access codes and for all activities that occur under your account. We reserve the right to immediately terminate your account in our sole discretion and without prior notice to you wherever there is a reason including, for example, if you violate any part of these Terms of Use.
8. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR SITES AND THE FIELDS OF EDEN INN, LLC INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR ANY GUARANTY OR ASSURANCE THAT OUR SITES AND/OR THE FIELDS OF EDEN INN, LLC INFORMATION WILL BE AVAILABLE, ADEQUATE, ACCURATE, UNINTERRUPTED, COMPLETE OR ERROR FREE. WE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY MALICIOUS OR UNAUTHORIZED CODE AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING YOU HAVE APPROPRIATE SCANNING AND PROTECTIVE MECHANISMS FOR THE SECURITY OF YOUR DEVICES, PROGRAMS AND INFORMATION. BY USING ANY OF OUR SITES AND/OR THE FIELDS OF EDEN INN, LLC INFORMATION, YOU ARE ASSUMING ALL RISK OF LOSS THAT MAY ARISE OR BE ASSOCIATED WITH THAT USE.

To the maximum extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Sites or in connection with the use, inability to use, or results of the use of our Sites, any websites linked to them and any materials posted on them, including, without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability that cannot be excluded or limited under applicable law.

You shall defend us against any demands, claims or actions brought against us or arising as a result of any breach or violation of these Terms of Use by you ("Claim") and you shall indemnify and hold us harmless from and against any and

all losses, damages, costs and expenses (including attorneys' fees) resulting from any such Claim. We have the right, at our expense, to assume exclusive defense against any Claim and all negotiations for settlement and you agree to cooperate with us in the defense of any such Claim, at our request.

9. With respect to all communications you make to us regarding The Fields of Eden Inn, LLC Information including but not limited to feedback, questions, comments, suggestions and the like: (a) you shall have no right of confidentiality in your communications and we shall have no obligation to protect your communications from disclosure; (b) we shall be free to reproduce, use, disclose and distribute your communications to others without limitation; and (c) we shall be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information. The above is limited only by our commitment and obligations pertaining to your personal information (for more information, please see our Privacy Statement).
10. The Fields of Eden Inn, LLC Information may contain technical inaccuracies and typographical errors, including but not limited to inaccuracies relating to pricing or availability applicable to your transaction. The Fields of Eden Inn, LLC does not assume responsibility or liability for any such inaccuracies, errors or omissions, and shall have no obligation to honor reservations or information affected by such inaccuracies. The Fields of Eden Inn, LLC reserve the right to make changes, corrections, cancellations and/or improvements to The Fields of Eden Inn, LLC Information, and to the products and programs described in such information, at any time without notice, including after confirmation of a transaction.
11. Some areas of our Sites are restricted to travel agents or other authorized representatives. The Fields of Eden Inn, LLC Information contained in such restricted areas is confidential to The Fields of Eden Inn, LLC, and is provided for business use only, which includes reviewing commission status and statements, and enrolling in our Electronic Funds Transfer program as described below. We reserve the right to prohibit access to, or use of, these restricted areas where we determine that such use or access interferes with our Sites' operations or that

such use or access results in commercial benefits or other entities to our detriment. If you are a travel agent or authorized representative of a travel agent using our Sites the following apply:

*Passwords:* We have provided you with a unique password so that access to information related to your agency and transactions can be restricted to only those individuals to whom you provided the password. It is your responsibility to protect the confidentiality of the password. The Fields of Eden Inn, LLC does not assume any liability for any access to information or transactions that are executed with the password provided to you. We strongly recommend that you change the password on a periodic basis and whenever a travel agent leaves your travel agency or you suspect that knowledge of the password is no longer limited to those whom you have authorized.

*No Arrangements for Prohibited Persons:* The Fields of Eden Inn, LLC is a United States company and is prohibited from providing services to certain “prohibited persons” who are government officials or residents of certain embargoed countries, or terrorists or drug traffickers whose names are published on lists maintained by the United States Department of Treasury. You agree to use all reasonable efforts not to arrange for any of these prohibited persons to stay at, use or tour any of The Fields of Eden Inn, LLC facilities.

12. Our Sites contain information on The Fields of Eden Inn, LLC products and services, not all of which are available in every location. A reference to any Fields of Eden Inn, LLC product or service on one of our Sites does not imply that such product or service is or will be available in your location.
13. Any use of the maps functionality on this site shall be governed by the End User Terms of Use. The Fields of Eden Inn, LLC shall have no liability for your use of any searchable electronic maps or for any results, including driving directions, generated by any searchable electronic Maps.
14. If you choose to leave our Sites via links to other third party websites, including those of advertisers, our Terms of Use and our Privacy Statement will no longer apply. We are not responsible for the terms of use or privacy policies of those third-party websites or the cookies they use. In addition, because we have no

control over such third-party sites and resources, you acknowledge and agree that The Fields of Eden Inn, LLC are not responsible for the availability of such third-party sites or resources, and The Fields of Eden Inn, LLC does not endorse or are responsible or liable for any content, advertising, products, or other materials on or available from such third party sites or resources.

15. These Terms of Use shall be construed and enforced under the laws of the State of New York, USA, applicable to contracts executed and performed within New York, USA. You specifically agree and submit to the jurisdiction of the State and Federal Courts situated in Erie County in the State of New York and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of our Sites. You will not object to jurisdiction or venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. You agree that you will not file or participate in a class action against us. YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction and this cannot be excluded by contract.
16. If you would like to view the privacy practices that govern how we process information about you on our Sites please review our [Privacy Statement](#).
17. If you have questions about these Terms of Use please send an e-mail to [info@thefieldsofedeninn.com](mailto:info@thefieldsofedeninn.com).



# The Fields of Eden PRIVACY STATEMENT

Updated 6/1/2017

Eden Lodging, LLC and The Fields of Eden, LLC, and its affiliates, values you as our guest and recognizes that privacy is important to you. We want you to be familiar with how we collect, use and disclose information. This Privacy Statement describes the privacy practices of the The Fields of Eden, LLC in connection with information that we collect through websites operated by us from which you are accessing this Privacy Statement, including Thefieldsofedeninn.com and other websites owned or controlled by the The Fields of Eden, LLC Group (collectively, the “**Websites**”), through the software applications made available by us for use on or through computers and mobile devices (the “**Apps**”), through our social media pages that we control from which you are accessing this Privacy Statement (collectively, our “**Social Media Pages**”), through HTML-formatted email messages that we send to you that link to this Privacy Statement, and through your communications with us and when you stay as a guest at one of our Inns or other properties (collectively, including the Websites, the Apps and our Social Media Pages, the “**Online Services**,” and together with offline channels, the “**Services**”). By providing Personal and Other Information to us, you agree to the terms and conditions of this Privacy Statement.