

TERMS AND CONDITIONS FOR <https://msuitelink.com/ihgfranchiseregistration>

("Terms and Conditions")

This Agreement is between your hotel ("Hotel"), a franchised hotel within the IHG Hotels & Resorts (together with its affiliates, "IHG") and is provided to Hotel prior to any access to the **Colleague HeartBeat Employee Survey** ("Survey"), which includes software and may include associated media, printed materials, "online" or electronic documentation, and internet-based services (collectively, the "Service"). This Agreement and the below Terms and Conditions (T&Cs") incorporated herein, govern the use of the Service by Hotel. If Hotel does not agree to the T&C's in this Agreement, Hotel will not have access to the Service. It is important that you carefully read all of the T&Cs.

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**4. Privacy & Compliance with Laws.** At any time during the term of this agreement, Licensee agrees to comply with all applicable federal, state, and local and other laws, government regulations and orders. Licensee hereby represents and warrants that it has obtained, and will continue to maintain, any and all necessary consents from its employees relating to the provision of employee information to Kincentric for purposes of administering the Site and the Survey. By registering for the Survey, Licensee further agrees to comply with and be bound by the privacy policies of IHG, as set forth on [www.ihgplc.com](http://www.ihgplc.com), and Kincentric, as set forth on [www.kincentric.com/privacy-policy](http://www.kincentric.com/privacy-policy).

**5. Registration for Survey.** To register for the Survey, You must be over eighteen years of age and have authorization to pay for the Survey. All required information fields must be completed. You must inform Kincentric immediately of any changes to the information provided during registration. Upon registration, you will receive a login and password to access the Survey and Materials. Each login and password issued by Kincentric is for specific individual use only. In the event that Licensee seeks to register more than one hotel for the Survey, Licensee may send a completed 'multiple hotel registration' form to Kincentric at [colleagueheartbeatteam@kincentric.com](mailto:colleagueheartbeatteam@kincentric.com) to inform Kincentric of Licensee's intention to do so. Upon receipt of any required information from Licensee, Kincentric will create one account for all of Licensee's hotels.

**6. Security.** You may not reveal any login or password to anyone else or permit anyone else to use your login and password to access the Site. You are responsible for maintaining the confidentiality and security of each login and password issued to You, including each login and password issued to any of Licensee's employees or agents. You must notify Kincentric immediately in the event that the security of your or any of your employees' or agents' login or password has been breached. The obligations of this paragraph survive termination of your franchise agreement with IHG.

**7. Billing Terms.** Billing to each Licensee is based on the number of Licensee employees invited to take part in the Engagement Survey at a rate of \$4 per invited employee. You will be charged this rate per invited employee regardless of whether each invited employee completes the survey. You will be billed by IHG for all charges upon the issuance of the results report relating to the Survey. Charges will be subject to local taxes, where applicable. All fees will be paid in line with IHG's standard terms and conditions. In the event Licensee fails to pay all fees associated with the Survey by such date, IHG reserves the right to instruct Kincentric to withhold Licensee's results to the Survey (including subsequent Engagement surveys) and/or terminate Licensee's participation in the Survey. Licensees are required to adhere to all deadlines, as set forth on the Site or otherwise communicated by IHG and/or Kincentric, and to provide accurate information required for administration of the Survey. Refunds will not be made in circumstances where a Licensee or its Hotel fails to meet deadlines or provide the required information. In the event that no employees are invited to take the survey, a fee of \$100 will be charged, to cover the costs of registration, administration and communications.

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**9. Changes to these Terms and Conditions.** IHG may at any time in its sole discretion modify the terms of access to the Site, the Survey, and the Materials. Your continued use of the Site following any such modification shall be deemed acceptance of such modification.

**10. Indemnity and Insurance.** Licensee shall indemnify IHG, Kincentric and their parents, subsidiaries and affiliates ("Indemnitees"), hold them harmless from and promptly reimburse them for and against any and all payments of money including fines, damages, legal fees and expenses incurred by Indemnitees by reason of any claim, demand, liability, penalty or judicial or administrative investigation or proceeding arising out of Licensee's or its employees' or agents' use or misuse of the Site, the Survey and/or the Materials or its breach of these Terms and Conditions. At the election of Indemnitees, Licensee shall also defend Indemnitees against same. In any event, Indemnitees shall have the right, through counsel of its choice, to control any matter or defense to the extent it could directly or indirectly affect Indemnitees. This indemnity shall survive any termination or expiration of your franchise agreement with IHG.

In order to meet its indemnity obligations set forth above, Licensee shall maintain in full force and effect during the term of its franchise agreement with IHG and any extension thereof, comprehensive general liability insurance in accordance with the franchise agreement Licensee holds with one of the IHG Companies.

**11. Availability of the Site.**

IHG and Kincentric do not warrant or guarantee availability of the Site or the Services. Your access to the Site may be restricted to allow for repairs, maintenance or the introduction of new Materials or Services. Access to the Site will be restored as soon as reasonably possible.

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