

# Terms of Use

By posting my photo using the #WatchHillInn hashtag or by "tagging" @WatchHillInn in an image, I hereby agree to the following Terms of Use.

1. **USE OF NAME, HANDLE, TEXT, PHOTO, AND LIKENESS.** I hereby grant to Ocean House Management, L.L.C. ("Watch Hill Inn"), its parents, subsidiaries and affiliated companies, and their respective successors and assigns (collectively, the "Permitted Parties") the right and permission to use my name and/or handle, image, and likeness, and the text and photograph I'm posting to a social media platform such as but not limited to Twitter, Facebook and Instagram by using the #WatchHillInn hashtag (collectively, the "Content") on the WatchHillInn.com website, Facebook, Instagram, Twitter and other social media platforms operated by Watch Hill Inn (the "Websites"). I agree that the Content may be distributed, published, exhibited, digitized, displayed, reproduced, and otherwise used, on the Websites, anywhere in the world, at any time, for purposes of advertising or trade in promoting and publicizing the Permitted Parties. I agree that I shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, right of publicity, or copyright infringement) arising out of any use (in accordance with the terms hereof), blurring, alteration, editing, distortion, faulty reproduction, or use in any composite form of the Content and I irrevocably waive any and all so-called moral rights I may have in the Content.

2. **COMPLIANCE WITH TERMS FOR THIRD PARTY PLATFORMS.** I acknowledge and agree that in order to post Content on the Websites, I will be in compliance with the terms and conditions of such Websites.

3. **TAKEDOWN.** If I want my Content removed from the Websites, I will send a message to the following: [Communications@WatchHillInn.com](mailto:Communications@WatchHillInn.com).

4. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION.** I represent and warrant as follows: (a) I have the right to post the Content; (b) neither the Content nor the use of the Content by the Permitted Parties will infringe upon or violate the intellectual property rights or other rights, including, without limitation, any right of publicity and/or copyright, of any other person or entity or any applicable laws; (c) the Content does not contain any content that is inappropriate, indecent, obscene, hateful, tortious, defamatory, defamatory, slanderous, or libelous or otherwise depicts inappropriate behavior; and (d) the Content does not contain any advertising or other commercial content.

I hereby agree to indemnify and hold the Permitted Parties harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of my warranties, representations or agreements hereunder.

5. **NO OBLIGATION TO USE.** I understand and agree (a) that Permitted Parties shall have no obligation to use the Content (or any part thereof) in any way; and (b) that Permitted Parties may remove the Content (or any part thereof) from the Websites at any time for any reason in Permitted Parties' sole discretion. I further understand and agree that Permitted Parties will not use any Content or other materials it finds inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous, or that Permitted Parties believes may violate or infringe another's rights, including, without limitation, privacy, publicity or intellectual property rights.

6. **IMPORTANT. PLEASE READ GENERAL RELEASE AND LIMITATIONS ON LIABILITY.** I hereby agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Content or these Terms shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred, including costs associated with submitting the Content, but in no event will attorneys' fees be awarded or recoverable; and (c) under no circumstances will I be permitted to obtain any award for, and I hereby knowingly and expressly waive all rights to seek, punitive, incidental or consequential damages and/or any other damages (other than actual out of pocket expenses), and/or any and all rights to have damages multiplied or otherwise increased. I acknowledge and agree that the neither the Permitted Parties nor any of their officers, directors, employees are responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with the Content (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on my rights of publicity or privacy, or a claim that I have been defamed or portrayed in a false light). The Permitted Parties assume no responsibility for any damage to my computer system which is occasioned by accessing any Permitted Party's website, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information.

7. **GOVERNING LAW.** I agree that any and all disputes that I may have with, or claims I may have relating to, arising out of or connected in any way with the Content (or any part thereof), these Terms shall be governed by the laws of the State of Rhode Island applicable to contracts executed and to be performed entirely in the State of Rhode Island.