



Terms of Use

Welcome to the website of the Inn at Mission Bay SeaWorld/San Diego. By entering this site, you accept and agree to the following Terms of Use. These Terms of Use may change from time to time. By continuing to remain at and use this site after we post any such changes, you accept the Terms of Use as modified. We may change, restrict access to, suspend, or discontinue innatmissionbay.com, or any portion of this site, at any time without notice.

Security and Privacy

We collect information about the visitors to this site. The collection of this information is governed by our [Security and Privacy Policy](#).

Service Marks and Trademarks

We never want consumers to be confused as to whether services are offered by us or other parties. We therefore vigorously protect our intellectual property rights and forbid any other parties from using our service marks, trademarks, and trade names without permission. You may not (either directly or indirectly) use, copy, reproduce, republish, upload, post, transmit, distribute, register, attempt to register, or modify these marks, or any other marks that are confusingly similar to these marks, or any other marks appearing on this site without our written consent. This prohibition on use of the marks includes, without limitation, use as meta tags, in domain names, and on other sites. Some marks on this site may be owned by other parties and used with permission.

Copyrights

Our (a) site content, including but not limited to text, graphics, logos, button icons, images, audio/video clips, digital downloads, data compilations, software used to operate the site, and all compilations of any of the above, and (b) software available for download on this site, are our property, or the property of our content suppliers and vendors, and are protected by United States and international copyright laws. You may use this site's content and downloadable software only as resources for your travel needs, and not for any other use (direct or indirect). Prohibited uses include but are not limited to displaying, distributing, modifying, reproducing, republishing, decompiling, or transmitting any content on this site or the software available for download on this site in any manner without written permission from us.

Links

All linking to this site must be authorized by us in advance. This site may contain links to sites owned or operated by other parties. Such links are provided for your convenience only. WE DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR THE CONTENT OR PRIVACY POLICIES, ON, OR THE SECURITY OF, SUCH SITES. WE SPECIFICALLY DISCLAIM ANY RESPONSIBILITY IF SUCH SITES INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; ARE INACCURATE, INCOMPLETE, OR MISLEADING; ARE NOT MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE; DO NOT PROVIDE ADEQUATE SECURITY AND PRIVACY; CONTAIN VIRUSES OR OTHER ITEMS OF A DESTRUCTIVE NATURE; OR ARE LIBELOUS OR DEFAMATORY. FURTHER, WE DO NOT ENDORSE THE CONTENT OR ANY PRODUCTS OR SERVICES AVAILABLE, ON SUCH SITES. IF YOU ESTABLISH A LINK TO SUCH SITES, YOU DO SO AT YOUR OWN RISK AND WITHOUT OUR PERMISSION.

Site Access and Use

You may not reproduce, duplicate, copy, sell, resell or otherwise exploit the content on this site for commercial use unless we provide you with prior written permission to do so. We may refuse service, terminate access, and/or cancel transactions at our discretion.

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 site, 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 or copy our web pages or the

content contained herein, without the prior express consent from us (such consent is deemed given for standard search-engine technology employed by Internet search sites to direct Internet users to this site). You are responsible for the content of your submissions, and you allow us to use that content in ways consistent with our [Security and Privacy Policy](#). You may not post or transmit to this site any unlawful, defamatory, profane, or like material, and you may not modify or abridge any functionality of the site. You agree not to use the information on this site to advertise or solicit anyone to buy or sell any products or services (directly or indirectly), including but not limited to hotel reservation services, without our express written approval.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPT, OR OTHERWISE) RESULTING FROM ACCESS TO OR ANY USE OF, OR INABILITY TO USE OR ACCESS, OR RELIANCE ON, OR FUNCTIONING OF, THIS SITE, OR RESULTING FROM ANY ERRORS OR OMISSIONS IN THE CONTENT OF THIS SITE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OF DAMAGE.

Disclaimer of Warranties

WE MAKE NO WARRANTY THAT THIS SITE WILL MEET YOUR REQUIREMENTS OR THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THIS SITE. YOU UNDERSTAND AND AGREE THAT ANY CONTENT OR SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE DONE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT.

UNLESS EXPRESSLY STATED OTHERWISE, WE PROVIDE THIS SITE CONTENT "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. THE WAIVED WARRANTIES, TO THE EXTENT ALLOWED BY LAW, INCLUDE BUT ARE NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE OR OUR FRANCHISEES OR RELATED PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION) ARISING OUT OF ACCESS TO OR THE USE OR INABILITY TO USE CONTENT OR DOWNLOADABLE SOFTWARE ON THIS SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree, at your expense, to indemnify, defend and hold us, as well as our officers, directors, employees, agents, affiliates, distributors, franchise, and licensees harmless from and against any judgment, losses, deficiencies, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) incurred in connection with or arising from any claim, demand, suit, action, or proceeding arising out of your breach of these Terms of Use or in connection with your use of this site or any product or service related to this site.

Governing Law

We create and control this site in the State of California, U.S.A. Accordingly, California law governs these Terms of Use, without regard to California conflicts of law principles. Any controversy or claim arising out of or relating to these Terms of Use or relating to the use of this site and the material contained in this site shall be resolved in a California court. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms of Use must be filed within one (1) year after such claim or cause of action arises or this claim or cause of action will be forever barred.

Waiver/Severability

The waiver by either party of a breach or right under these Terms of Use will not constitute a waiver of any subsequent breach or right. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms of Use, which will otherwise remain in full force and effect.

Reservation of Rights

Any rights not expressly granted to you herein are reserved to us.

Our Address

Palacio Hospitality Group Inc.

10505 Sorrento Valley Rd.

Suite 250

San Diego, CA 92121

www.palaciohotels.com