

OUR TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before using this Website. By using this Website, you signify that you agree to these Terms and Conditions. If you do not agree to any of these Terms and Conditions, please do not use the Website. We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms and Conditions at any time. Please check the terms periodically for changes. Your continued use of VacationCondos.com following the posting of changes to the terms will mean you accept those changes.

Vacation Weeks, LLC., its affiliates and/or Licensors ("VW") maintain the Website for your personal information, education and communication. Please feel free to browse the Website.

INTELLECTUAL PROPERTY

Images of people or places displayed on the Website are either the property of, or used with permission by VW. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms and Conditions or by specific permission provided elsewhere on the Website. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

The trademarks, logos, and service marks (collectively the "trademarks") displayed on the Website are registered and unregistered trademarks of VW and other parties. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Website. Your use of the trademarks displayed on the Website, or any other content on the Website is strictly prohibited. You are also advised that VW will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

The Website may contain or reference trademarks, patents, trade secrets, technologies, products, services, processes or other proprietary rights of VW and/or other parties. No license to or right in any such trademarks, patents, trade secrets, technologies, products, services, processes and other proprietary rights of VW and/or other parties is granted or conferred upon you.

VW information may contain technical inaccuracies or typographical errors. VW reserves the right to make changes, corrections and/or improvements to VW information, and to the products, services and programs described in such information, at any time without notice.

LINKS

This Website may provide links or references to other websites as a convenience. However, your access of those websites is at your own risk. VW expressly disclaims any responsibility for those websites, including but not limited to the content, lawfulness, or reliability of those websites. Further, VW shall not be responsible for any use of personal information you may provide to those websites. You agree and

acknowledge that VW is in no way responsible or liable, directly or indirectly, for any damages or costs resulting or arising from your use or reliance on those websites or their content.

OUR RIGHTS

VW reserves the right to take any and all action necessary and to seek any and all remedies available to it to prevent the unauthorized use of the content and/or the Website itself, including but not limited to the right to take appropriate legal action, to seek injunctive relief and/or monetary damages, and to prevent further use of the Website by anyone who infringes on its intellectual property rights or otherwise misuses the content or the Website in any way.

You agree to indemnify and hold harmless VW from any and all damages, costs, or expenses, including reasonable attorney's fees and court costs, accrued as a result of any action brought against VW (i) by a third party as a result of your access to and/or use of this Website and/or (ii) if VW is the prevailing party in any action brought by you to enforce these Terms and Conditions against it and/or (iii) if VW is the prevailing party in any action brought by it to enforce these Terms and Conditions against you.

VW reserves the right to amend or change any or all of these Terms and Conditions by posting any such amendments or changes herein. Such amendments and changes shall be effective as of the date of posting to the Website.

JURISDICTION

These Terms and Conditions will be governed by and construed under the laws of the State of North Carolina, without giving effect to any conflict of laws provisions. Venue for any and all actions is in the appropriate court located in Buncombe County, North Carolina, USA, and by using this Website, you consent and submit to jurisdiction of such state or federal courts as applicable.

ENTIRE AGREEMENT: SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision or portion of these terms of use to be unlawful, void, or unenforceable, the remainder of the Terms and Conditions will continue in full force and effect. These Terms and Conditions constitute the entire agreement with respect to the subject matter herein, except as modified only in writing and signed by all parties.

CONTACTING VW

If you have any questions about these Terms and Conditions, this Website, or if you would like further information about VW, you can contact us at our corporate office by email, mail or telephone.

YOUR USE OF THIS WEBSITE SIGNIFIES YOUR AGREEMENT TO THESE TERMS OF USE, WHICH MAY BE

UPDATED FROM TIME TO TIME AT THE SOLE DISCRETION OF VW. NOTICE OF ANY CHANGES TO THESE TERMS OF USE IS SOLELY THROUGH POSTING CHANGES TO THESE TERMS OF USE CONTAINED HEREIN.

DISCLAIMERS

VW, ITS AFFILIATES, AND/OR ITS LICENSORS, PROVIDE THE CONTENT OF THIS WEBSITE AND THE WEBSITE ITSELF TO YOU SOLELY ON AN "AS IS" BASIS, AND DISCLAIM ANY AND ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT ALLOWED BY LAW WITH RESPECT TO THE CONTENT AND THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES AND REPRESENTATIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE WHATSOEVER.

VW, ITS AFFILIATES, AND/OR ITS LICENSORS FURTHER DISCLAIM ANY AND ALL RESPONSIBILITY AND LIABILITY FOR (I) ERRORS, MISTAKES, OR INACCURACIES OF THE CONTENT OF THIS WEBSITE, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF - WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THIS WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THIS WEBSITE BY ANY PARTY.

VW, ITS AFFILIATES, AND/OR ITS LICENSORS SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE USE OR, OR INABILITY TO USE, THE CONTENT OF THIS WEBSITE AND/OR THE WEBSITE ITSELF, YOUR PARTICIPATION IN ANY INTERACTIVE ADVERTISEMENTS AND/OR PROMOTIONS, AND/OR ANY PRODUCTS OR SERVICES PURCHASED FROM THIS WEBSITE, WHETHER BASED IN TORT, CONTRACT, OR NEGLIGENCE, EVEN IF VW, ITS AFFILIATES, AND/OR ITS LICENSORS HAVE BEEN ADVISED OF SUCH ACTUAL OR POTENTIAL DAMAGES. YOUR ONLY REMEDY SHALL BE TO CEASE ANY FURTHER USE OF THE CONTENT OR THE WEBSITE ITSELF.

SERVICE CHARGE

Service fees may be charged on each reservation. VacationCondos.com retains the service fee as additional compensation for servicing your reservation. Amounts charged for service fees are subject to change at the sole discretion of VacationCondos.com and due in full at the time the folio is settled.

SELLER OF TRAVEL DISCLOSURE FOR **VACATION WEEKS**, LLC

Fla. Seller of Travel Reg. No. ST39318

Iowa Travel Agency Registration Number 1173

California Registered Seller of Travel 2117304-50.

Registration as a seller of travel does not constitute approval by the State of California. Vacation Weeks, LLC is not a participant in the California Travel Consumer Restitution Fund. California law required certain sellers of travel to have trust account or bond. Vacation Weeks, LLC has a bond issued by The Cincinnati Insurance Company in the amount of \$100,000.00.

Washington Seller of Travel Registration Number 603 397 696

Vacation Weeks, LLC (d/b/a vacationcondos.com) has posted a bond issued by Liberty Mutual Insurance Company with Washington in the amount of \$10,000.