

WEBSITE TERMS AND CONDITIONS OF USE

The following is a user agreement between the Grand Vacations, the provider of the Website and membership service (we, us and our), and any visitor to the Website, user of the Website, or enrolled member of the membership services (you). We urge you to read this Website User Agreement carefully and, if you have any questions, call our customer service representatives available 24 hours a day, seven days a week at the toll free number on the website, or on the "member contact us" page of this site.

Membership Benefits

As a member, you are entitled to access to purchase products and/or other benefits on certain products and services offered by us. Products and/or benefits are explained in either the "products area" of this site or in your membership materials. Some of the products may not be available in your area.

Use of Membership

Your membership is nontransferable. You agree that only you and your immediate family may use the membership. "Immediate family" means you, your spouse, your children living at your home. You will promptly notify us if you become aware of any unauthorized use of your membership account.

Disclaimer of Liabilities

You expressly understand and agree that:

- a. We and our subsidiaries and affiliates are not responsible or liable for any benefits other than those provided by us.
- b. We make no warranties, express or implied including the warranty of merchantability or fitness for a particular purpose with respect to any of the benefits or related information provided to you.
- c. Under no circumstances shall our liability exceed the consideration paid for any products purchased, and under no circumstances shall we be liable for your incidental or consequential damages.
- d. We reserve the right to eliminate, add, change and substitute products, benefits, and participating vendors without notice to you. We assume no responsibility for the payment of or continuation to any use or sales tax on the benefits which may be imposed by taxing authorities and such taxes, to the extent imposed, shall remain your sole responsibility or that of the provider of the benefits, as the case may be.
- e. You are solely responsible for any overdraft or any over the limit fees incurred by you in connection with any product purchase or shipping fees and any other amounts incurred by you when you use this program.
- f. The service available through our website is provided on an as is as available basis. You use it at your sole risk. We expressly disclaim all warranties of any kind whether express or implied including without limitation the implied warranties of merchantability, fitness for a particular purpose and noninfringement.
- g. Without limitation we make no warranty that:
 - i. The service will meet your requirements;
 - ii. The service will be uninterrupted, timely, secure or error free;
 - iii. The results obtained from use of the service will be accurate or reliable;
 - iv. The quality of any products, services, information or other material obtained through our service will meet your

expectations; and

v. Any errors in the software will be corrected.

h. Any material downloaded or otherwise obtained through the use of this service is done at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

i. No advice or information obtained by you from our personnel or through our service shall create any warranty not expressly provided for in the terms of service.

j. Further you expressly understand and agree that we shall not be liable for any direct, indirect, incidental special consequential exemplary damages including without limitation damages for loss of profits, good will use data or other intangible losses (even if we have been advised of the possibility of such damages caused) resulting from:

i. The use or inability to use a service;

ii. The cost of procurement or of substitute goods and services resulting from any goods, data, information or services purchased or obtained, or messages received, or transactions entered into through or from the service;

iii. Unauthorized access to or alteration of your transmissions or data;

iv. Statements or conduct of any third party on the service; or

v. Any other matter relating to the service.

k. In order to use this site you must have access to the worldwide web, either directly or through devices that access web based content. In addition you must provide all equipment necessary to make such connection to the world wide web, including a computer and modem or other access device. You are solely responsible for all charges associated with connecting to this website through an available access number.

Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitation may not apply to you.

Modification of Service

You agree that at our sole discretion or without prior notice or liability we may at any time temporarily or permanently discontinue or modify any aspect of our site including without limitation:

a. restricting the time or size available;

b. restricting the amount of use permitted; and

c. restricting or terminating any user's right to use our site.

Access to Your Account

In order to permit us to protect the quality of our site and services you hereby consent to our employees being able to access your account and records as necessary to investigate complaints and other allegations or abuse. We shall not disclose the existence or occurrence of any such investigation unless required to by law.

Site Links

Our web site may include links to other internet sites maintained by third parties (linked sites). We provide you access to linked sites solely as a convenience to you. We have no control over linked sites. You acknowledge and agree that we are not responsible for the availability of linked sites and you agree and understand that inclusion of linked sites does not imply

our endorsement of the linked sites or any content, advertising, products or other material available from linked sites. You further agree that we shall not be held responsible or liable directly or indirectly, for any damage or loss caused by or in connection with the use or reliance on any such content, goods or services available on or through any linked sites.

Privacy

You have read our privacy policy, and the terms in which are incorporated herein and you agree that the terms of any such policy are reasonable. You consent to the use of your personal information by us and/or our third party providers and distributors in accordance with the terms and for the purposes set forth in our privacy policy.

Denial of Access

The terms of service constitute an agreement that is effective unless and until terminated by us. If you fail to comply with any term or portion of this agreement, you agree that we in our sole discretion, may terminate your access to our site.

Modification of Terms of Service

We reserve the right to change or modify these terms of service at any time and your continued use of this site will be conditioned upon the terms of service enforced at the time of your use. You can always check the most current version of the terms and services at this page.

Copyright and Trademark Notices

You acknowledge that our site contains information, software, photos, video, texts, graphics, music sounds and other material collectively content that are protected by copyrights, patents, trademarks, trade secrets and other proprietary rights and that these rights are valid and protected in all forms, median technologies existing now and hereafter developed. All content is copyrighted into the United States copyright laws. The Grand Vacations name and logo are trademarks of Grand Incentives, Inc., and all other trademarks appearing on the site of trademarks are the respective owners. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works or in any way exploit any of the contents in whole or in part.

Entire Agreement

This agreement contains all of the website terms and conditions of use with no representations, inducements, promises or agreements concerning the use of this website and/or membership not included in this agreement or in the membership and privacy agreements, which are also published on this website, and shall be effective or enforceable. If any of the terms of this agreement shall become invalid or unenforceable, the remaining terms shall not be affected.

Governing Law

This agreement and the website terms and conditions of use shall be governed and construed in accordance with the laws of the State of Florida without giving affect to the choice of law provisions thereof. Any dispute arising between you and us will be resolved by submission to arbitration in Sarasota County, State of Florida, in accordance with the rules of the American Arbitration Association then in effect. Notwithstanding the foregoing, nothing in this agreement is intended or shall be construed to negate or otherwise affect the Consumer Protection Laws of the state in which you reside. Copyright 2008. Grand Vacations . All rights are reserved.