

## ***INTERVAL COMMUNITY TERMS OF USE Last Updated May 30, 2010***

The Interval Community is a place for Interval members to share travel tips, exchange vacation ideas and other topics related to enjoying vacation ownership. Concerns related to specific resorts or Interval servicing should be sent directly to Interval's [customer support department](#).

The terms "we", "us", "our" and "Interval" refer to Interval International, Inc., a Florida corporation. The term "you" refers to you, the Interval member, who is visiting and/or contributing content to the Interval Community.

The Interval Community is available to you conditioned upon your acceptance without modification of all of the terms, conditions, and notices set forth below (collectively, the "Terms of Use"). You must be an individual member of Interval in good standing as defined in the Terms and Condition of Individual Membership and Exchange to be eligible to access and use the Interval Community. By accessing or using the Interval Community, you agree to be bound by the Terms of Use. Please read these Terms of Use carefully. If you do not accept all of these terms and conditions, please do not access or use the Interval Community. Be sure to return to this page periodically to review the most current version of the Terms of Use. We reserve the right at any time, at our sole discretion, to change or otherwise modify these Terms of Use without prior notice, and your continued access or use of the Interval Community signifies your acceptance of the updated or modified Terms of Use.

### **PRIVACY POLICY**

Interval respects the privacy of its members and has developed a Privacy Policy to demonstrate its commitment to protecting your privacy. Please click [here](#) to review our current Privacy Policy, which also governs your use of the Interval Community, to understand our practices.

#### GENERAL GUIDELINES (applies to all areas of the Interval Community)

- Do not post personally identifiable information such as: email address, last name, address, telephone number(s) or social security number.
- Do not provide medical advice or prescription recommendations.
- Do not submit any material that is obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, inflammatory, fraudulent or otherwise objectionable.
- Do not use language that is mean spirited, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, degrading or ridiculing to others.

- Do not post or discuss religious affiliations. Do not post political discussions or discussions of controversial nature. Do not post just to provoke a reaction from other members.
- Do not post any links to charitable organizations or sponsorships. Do not post a link to your own site for the sole purpose of driving traffic to it. Using cryptic messages to "skirt" the rules is not permitted. Do not include HTML tags in your posts. Do not post, promote or link unauthorized offers or advertising, promotional materials, or any other forms of solicitation, including "junk mail," "spam," "chain letters," and "pyramid schemes."
- Do not engage in or encourage unlawful activity or in fraudulent schemes. Do not post any content that infringes on any patent, trademark, trade secret, copyright, or other proprietary rights.
- Do not post destructive features, such as viruses, worms, Trojan horses, etc.
- All postings must be in English.
- All content you submit to Interval will be on a non-confidential and non-proprietary basis.
- All submitted content must be signed with your selected Interval Community screen name.
- Do not -repost deleted messages.
- If a Moderator closes a thread, do not start another one in the same topic.
- Do not engage in personal attacks on other posters. Be respectful and courteous to others, even if you disagree with them. Do not threaten to harm anyone.
- Do not post off-topic comments; create a "scrolling" effect, inputting popups, large images, or excessively long text.
- Do not impersonate anyone else.
- Do not post content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission (SEC) or any rules of a securities exchange such as the New York Stock Exchange (NYSE), the American Stock Exchange or the NASDAQ.

### **COMPLIANCE WITH THE TERMS AND CONDITIONS OF INDIVIDUAL MEMBERSHIP AND EXCHANGE**

Members may not use the Interval Community to facilitate, arrange or agree to private exchanges or trading of their vacation interests. Further, you may not post an advertisement on the Interval Community in order to sell or rent your vacation interest.

### **MONITORING ACTIVITY**

We require members to adhere to these Community Terms of Use when communicating or posting content on the Interval Community.

We have the right but not the obligation to monitor any activity and to remove any content you post that is in violation of the Community Terms of Use or that may be considered offensive to the integrity of the Interval Community. Moderators may lock a thread because it has gone as far as it should go, in their opinion, or based on their experience, is likely to result in violation of these Community Terms of Use.

Interval is not responsible or liable for any reviews, questions, comments, suggestions, ideas or the like contained in any submissions (collectively, "Content") that are posted on the Interval Community. The Content posted expresses the views of the author and not the views of Interval, its parents or subsidiaries.

We encourage you to report violations of these Community Terms of Use. We want your visit to be enjoyable. If you have questions about our standards or need to report a possible violation of the Community Terms of Use, simply click the "Report Violation" link to send a message to our staff.

## **REVIEWS, COMMENTS AND USE OF OTHER INTERACTIVE AREAS**

Please be aware that by submitting Content to the Interval Community, you grant Interval, its parent and subsidiaries a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Content throughout the world in any media, now known or hereafter devised; and (b) use your name in connection with such Content.

You acknowledge that Interval may choose to provide attribution of your comments or reviews at its discretion. You further grant Interval the right to pursue at law any person or entity that violates your or Interval's rights in the Content.

Interval takes no responsibility and assumes no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Interval liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter.

Any use of the Interval Community in violation of these Terms of Use may result in, among other things, termination or suspension of your rights to use the Interval Community. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect Interval's members and clients, to protect the interests of Interval, or to ensure the integrity and operation of Interval's business and systems, Interval may access and disclose any information it considers necessary or appropriate, including, without limitation, member information (i.e., name, address, email address, etc.), profile information (i.e. username, etc.), IP addressing and traffic information, usage history, and posted Content. Interval's right to

disclose any such information shall take precedence over any terms of Interval's Privacy Policy and Terms and Conditions of Individual Membership and Exchange.

## **TRAVEL DESTINATIONS**

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Interval urges passengers to investigate and review travel prohibitions, warnings, announcements and advisories issued by the United States Government and destination country governments prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at [www.state.gov](http://www.state.gov), [www.tsa.gov](http://www.tsa.gov), [www.dot.gov](http://www.dot.gov), [www.faa.gov](http://www.faa.gov), [www.cdc.gov](http://www.cdc.gov), [www.treas.gov/ofac](http://www.treas.gov/ofac) and [www.customs.gov](http://www.customs.gov).

BY LISTING INFORMATION RELEVANT TO TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS, INTERVAL DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

## **DISCLAIMER OF LIABILITY**

Interval, its parent and subsidiaries do not make any warranty with respect to any Content, information, or services provided through, or in conjunction with the Interval Community. Interval, its parent and subsidiaries are not liable for conduct by any member in the Interval Community. Interval, its parent and subsidiaries provide no guarantee or assurance of the accuracy, correctness, or completeness of any Content posted in the Interval Community.

## **INDEMNIFICATION**

As a member of the Interval Community, you agree to indemnify Interval, its parent and subsidiaries against any and all claims and expenses, including attorneys' fees, arising from your access and use of the Interval Community and the IntervalWorld.com website. This expressly includes, without limitation: (i) liability arising from the violation or infringement of copyrights or other proprietary rights in connection with any Content you provide or post, (ii) any libelous or unlawful material contained in any Content you post, and (iii) any other liability arising from or caused by any Content that you provide or post.