

TERMS AND CONDITIONS

The resort accommodations reservation program available at www.condodirect.com is provided by Worldwide Vacation & Travel, Inc. ("WVT"), a Florida corporation doing business as condodirect.com and offers accommodations on behalf of Interval International, Inc. ("Interval"). Your reservation of resort accommodations is subject to the following terms and conditions. Please review these terms and conditions in their entirety before reserving any resort accommodations. You can print a copy of these Terms by clicking [\[here\]](#).

Last Update: September 1, 2018

Introduction

These terms and conditions are supplemented by our Privacy Policy (collectively the "*Terms*"). You agree to be bound by the Terms when you reserve any available resort accommodations through this website. You cannot opt out of, modify or choose not to be bound by any particular provision of the Terms. We suggest that you review the Terms in their entirety before reserving any resort accommodations to ensure that you understand your current rights and obligations. If you do not wish to accept the Terms, you should discontinue use of this website. Your completion of a resort accommodations reservation constitutes your acceptance of the Terms.

Please note that we may modify the Terms from time to time, with or without notice, and each modification will become effective once posted. If you utilize a translation of the English language version of the Terms, you nonetheless agree that the English language version of the Terms will govern in the event of any contradiction with the translation.

You must be at least 21 years of age to reserve available resort accommodations. You may not reserve accommodations for individuals under the age of 21. Further, you will not be able to reserve available resort accommodations if you: (i) are barred from using this website under the laws of the United States, or (ii) are barred from using this website under the laws of another country in which you are a resident or from which you are accessing this website.

Reservation Confirmations

An email acknowledging your transaction will be sent to the email address you submit during the reservation transaction. A final written confirmation providing the name, address and telephone number of the resort accommodations' provider will follow by email. Upon receipt, please immediately review your confirmation and report any discrepancies to WVT by calling 1-888-988-8222. **Any discrepancy not promptly reported (within 48 hours of receipt and always before the start of occupancy) will be deemed waived and accepted by you.**

Occupancy is limited to the number of individuals specified in the written confirmation. During the use and occupancy of the reserved resort accommodations, you and your party must observe all of the rules and regulations of the applicable resort. Violation of the resort's rules and regulations may result in the loss of occupancy rights. Further, you are responsible for the acts and omissions of your party and any other individual occupying the accommodations, including any costs or expenses resulting from any loss or damage caused by such persons.

The resort to which you and your party are confirmed may have ongoing sales of full or partial ownership of real estate or other vacation ownership interests. Neither you nor others in your party are required to participate in any such sales presentation.

Resort accommodations may be used only for personal and non-commercial purposes. Confirmations are non-transferable and may not be sold or exchanged for cash or other consideration. Any attempt to transfer, assign, sell or exchange your confirmation will result in the immediate forfeiture of the subject reservation. Sale or rental of the reserved resort accommodations is expressly prohibited.

Rental Fee, Taxes, & Costs

The rental fee, plus any applicable sales/use tax, for the reservation and use of the accommodations must be paid to condodirect.com at the time of reserving the accommodations. The rental fee **does not include** additional costs which you may incur in connection with your use of the reserved accommodations, including, but not limited to, costs related to transportation, meals, all-inclusive fees, tips, telephone charges, service charges, use of certain amenities, incidental expenses, and other items of a personal nature. At some host resorts, guests are responsible for utilities surcharges and you will be responsible for such

surcharges. Ordinarily, daily maid service will not be available. However, at those host resorts offering such a service, it is usually at an additional charge.

Moreover, some jurisdictions may require your payment of transient occupancy tax, transient accommodation tax, bed tax or other similar taxes payable in connection with the occupancy of resort accommodations. Such taxes may be assessed against the actual retail value of the accommodations reserved. Any such tax will be your responsibility and will be collected by the resort as part of the check-in or check-out process.

Cancellations and Refunds

Due to the unique nature of our inventory and the popularity of the product, WVT must impose an administrative fee for any cancellations or changes made. Should you determine that you must cancel your resort accommodation reservation, please contact WVT immediately by e-mail (customersupport@condodirect.com) and provide us with the following information:

- Your name exactly as it appears on your rental confirmation
- Your daytime telephone number
- Your rental confirmation reference number.

Depending on the date you cancel your resort accommodation reservation, you may be entitled to a refund:

For reservations cancelled 100 days or more prior to the check-in date, a refund will be issued for 100% of the rental fee paid by you.

For reservations cancelled from 61 to 99 days prior to the check-in date, a refund will be issued for 70% of the rental fee paid by you.

For reservations cancelled from 15 to 60 days prior to the check-in date a refund will be issued for 50% of the rental fee paid by you.

Refunds are unavailable for cancellations received 14 days or less prior to the check-in date.

Please contact us immediately at customersupport@condodirect.com if you have any questions.

Rates are quoted in U.S. dollars unless otherwise specified.

Check-in Difficulties

IN THE EVENT OF CHECK-IN DIFFICULTIES, PLEASE CONTACT WVT IMMEDIATELY AT 1-888-988-8222. In such instance, WVT will use all commercially reasonable efforts to assist you in securing the reserved resort accommodations or, where such accommodations are unavailable through no fault of yours or your party, in securing alternative resort accommodations of reasonably comparable size and quality. **Where WVT's efforts are unsuccessful, you will receive a full refund of any amount paid by you for your confirmed accommodations within 30 days of our receipt of your request or such shorter period which may be required by applicable law.** Please direct such request to WVT at 9995 S.W. 88TH Street, Miami, FL 33176 or by email at customersupport@condodirect.com. In either case, the proper processing of your request requires you to provide us with the following information: (i) your name exactly as it appears on your confirmation; (ii) your daytime telephone number; and (iii) your confirmation reference number.

Notwithstanding the foregoing, in all instances in which reserved accommodations are not available due to causes beyond the control of and without the fault or negligence of WVT or Interval, then neither WVT nor Interval shall be liable to provide you with a refund. Such causes may include, but are not limited to, acts of God, fire, strike, or other labor unrest, riot, civil disobedience, declared or undeclared war, insurrection, boycotts, acts of terrorism, acts of public authorities, embargo, accident, epidemic or quarantine, and delay or defaults caused by public or common carriers.

Limitation on Damages

Access to and use of any resort accommodations and related amenities or services through the reservation of resort accommodations is at your sole risk. You agree to release and hold WVT, Interval, their affiliated companies, and their respective successors and assigns harmless from any and all losses, damages and claims of any kind resulting from your acceptance or use of such accommodations, amenities or services, including, without limitation, those arising from or in

connection with personal injuries, death, and property damage. WVT's total liability associated with your reservation, acceptance or use of such accommodations, amenities or services shall be the refunding of the rental fee paid by you to WVT for accommodation reservation. In no instance shall either WVT or Interval be liable for any consequential, incidental or special damages arising from the rental and/or your use of such accommodations, amenities or services.

Applicable Law & Venue

These Terms, the rental, and/or your use and occupancy of the reserved resort accommodations shall be governed by the laws of the State of Florida, notwithstanding the conflict of laws provisions of any state. You and WVT each agree: (i) that all disputes of any kind between you and WVT shall be subject to the exclusive subject matter and personal jurisdiction of the state and federal courts in and around Miami-Dade County, Florida (the "*Florida Courts*"); (ii) that no litigation involving your rental of accommodations shall be commenced, or threatened to be commenced, except in the Florida Courts; (iii) not to plead or claim that the Florida Courts are an inconvenient forum; and (iv) that the Florida Courts represent the exclusive jurisdiction for all disputes arising out of or relating to your rental or use of the accommodations. In the event of a dispute between you and WVT, the prevailing party shall be entitled to all costs incurred, including reasonable attorney's fees.

Seller of Travel Registrations

WVT is registered with: the State of Iowa as a Travel Agency, Registration #837; the State of Washington as a Seller of Travel, Registration #601 765 244; and the State of California as a Seller of Travel, Registration #2030985-50. WVT is exempt from registration as a Seller of Travel with the State of Florida (ST-10224).

Registration as a seller of travel does not constitute approval by the State of California. California and Washington law requires certain sellers of travel to have a trust account or bond. WVT has bonds issued by Fidelity and Deposit Company of Maryland in the amount of \$50,000 each in the State of California and the State of Washington. WVT does not participate in the Travel Consumer Restitution Fund in California.

Entire Agreement

These Terms constitute the entire agreement between us and supersede all prior communications, agreements, negotiations and discussions between you and WVT relating to the same, whether written or oral. WVT excludes any representations and warranties previously given or made in relation to the same.

Amendment

WVT reserves the right at any time, at its sole discretion, to change or otherwise modify the Terms (including the Privacy Notice) with or without prior notice, and such change or modification will be effective upon posting of an updated version of these Terms. Notwithstanding the forgoing, any such changes to the Terms will not apply to disputes filed in the Florida Courts before the effective date of the amendment.

Miscellaneous

If one or more of the provisions herein are held to be invalid or unenforceable for any reason, such holding shall not affect any other provision hereof, and these Terms shall be construed as if such provision had never been contained herein. These Terms shall be binding upon and inure to the benefit of each of us and our respective heirs, administrators, legal representatives, successors and assigns. It is our mutual and express intent that the rights and obligations set forth herein apply to us only, with no third-party beneficiary rights intended. Waiver of any portion of these Terms shall not affect any other provision or subsequent performance of the waived provision.