

Chat/Message Board Terms of Use

Issued November 8, 2007

Holiday Club Chat rooms and message boards ("Chat/Message Boards") are specifically governed by the terms and conditions of the Chat/Message Board Terms of Use. By participating in a Chat/Message Board, you automatically agree to all of the rules governing your use as provided in the Chat/Message below. Holiday Club may revise these terms from time to time. If you continue to participate in a Chat/Message Board after we post changes to these terms and conditions, it will mean that you accept those changes.

Posted Materials

The information and opinions expressed in materials posted by Chat/Message Board participants are not necessarily those of the Holiday Club and Holiday Club makes no representations or warranties regarding such posted materials. Participants should be aware that our Chat/Message Boards are public, not private communications. When you voluntarily disclose personal information on a Chat/Message Board, that information can be collected and used by others and may result in unsolicited messages from other people. You shall not submit, upload or post to a Chat/Message Board any content which:

- (1) libels, defames, invades privacy, or is obscene, pornographic, abusive, or threatening;
- (2) infringes any intellectual property or other right of any person or entity, including but not limited to, violating anyone's copyrights or trademarks;
- (3) falsifies or deletes author attributions, legal notices or other proprietary designations;
- (4) violates any law;
- (5) advocates illegal activity;
- (6) knowingly contains viruses, corrupted files, or other materials that may cause damage to another's computer.

By posting any content on a Chat/Message Board, you automatically agree to indemnify the Holiday Club, all other Chat/Message Board participants, and any other person or entity affiliated with the Chat/Message Board, from and against any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees, resulting from your breach of these posting restrictions. *Unless materials are specifically restricted as noted in the content*, by posting on a Chat/Message Board any content authored or owned by you, you automatically (a) grant to all other Chat/Message Board participants, and any other person or entity affiliated with the Chat/Message Board, a perpetual, royalty-free, irrevocable and unrestricted worldwide right and license to use, reproduce, and distribute the posted content for the limited purposes of discussion and commentary, (b) grant to Holiday Club a perpetual, royalty-free, irrevocable and unrestricted worldwide right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute the posted content or incorporate the posted content into any form, medium, or technology now known or later developed, for the purposes of furthering the Holiday Club's educational and public policy goals of promoting conservation of the natural environment, including advertising and promotion of the Club and its activities, and (c) waive all "moral rights" with respect to the posted content.

Outside Links

Holiday Club cannot review links that may be embedded in Chat/Message Board postings and is not responsible for the privacy practices or the content of any linked materials, whether or not they are affiliated with Holiday Club.

Limitations on Holiday Club's Liability

Chat/Message Boards are maintained and operated solely for the educational and nonprofit purposes of Holiday Club. Your participation in a Chat/Message Board is at your own risk. The posted materials could include misinformation, technical inaccuracies or other errors. They are provided to you "as is" without warranty of any kind, either express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. Holiday Club does not warrant that the functioning

of a Chat/Message Board will be uninterrupted or error-free, that defects will be corrected, or that a Chat/Message Board or the server that makes it available are free of viruses or other harmful components. Holiday Club does not warrant or make any representations regarding the use or the results of the use of the materials on a Chat/Message Board in terms of their correctness, accuracy, reliability, or otherwise. You (and not Holiday Club) assume the entire cost of all necessary costs of correcting any malfunctions or errors to your property.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Under no circumstances, including, but not limited to, negligence, shall Holiday Club be liable for any special or consequential damages that result from the use of, or inability to use, the materials on a

Chat/Message Board, even if Holiday Club or a Holiday Club-authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation may not apply to you. In no event shall Holiday Club's total liability to you for all damages, losses, and causes of action, including but not limited to negligence, arising out of or in connection with your use of this Chat/Message Board, exceed the amount paid by you, if any, for accessing the Chat/Message Board.

General Provisions

All Chat/Message Boards are set up in the United States. Holiday Club does not warrant or represent that Chat/Message Board participation is appropriate or available in other locations. If you choose to participate from other locations, you do so at your own initiative and you are responsible for complying with local laws, if and to the extent local laws are applicable. You may not download or otherwise export or re-export software from the Chat/Message Board in violation of United States export controls.

Holiday Club reserves the right to remove for any reason posted materials from a Chat/Message Board, and the right to deny in its sole discretion any user access to a Chat/Message Board, without notice. This is the entire agreement between us relating to your participation in a Chat/Message Board. These terms may not be modified by you, in writing or otherwise.