

Please read these terms of use ("Terms") carefully before using the Web Services (defined below).

By accessing and/or using the Web Services, you agree to these Terms. **PLEASE DO NOT USE THE WEB SERVICES IF YOU DO NOT AGREE WITH THESE TERMS.**

This site is controlled and operated by Panorama Travel Solutions, LLC f/k/a Resort Rental, LLC (operating as Holiday Rentals, LLC in IN, MD and TX), a corporation located at 6277 Sea Harbor Drive, Orlando, FL 32821 (referred to herein as "PTS", "We", "Our", "Us" or "Panorama Travel Solutions"). These Terms constitute a contractual agreement between you ("you" or "your") and Us regarding your use of the services covered by these Terms ("Web Services"). The Web Services include our websites, mobile websites, and other Internet enabled or wireless means by which We provide content to you or receive content from you, including without limitation, downloadable or preloaded software applications (including, without limitation, desktop, mobile and tablet applications, content and blog submission services, chat rooms, message boards, text/SMS messaging, email messaging, alert products and delivery of our content to you at your request). You should print a copy of these Terms for your records.

IMPORTANT NOTICE: These Terms contain certain Disclaimers and Limitations on our Liability, and a binding Arbitration Clause and Class Action Waiver, which waives your right to sue in court or seek a jury trial for disputes relating to your use of the Web Services. These are found in Sections 10 and 11 below. These Terms only apply to provision of, use of and your conduct in relation to the Web Services. They do not apply to any memberships, products, services or other items made available through the Web Services. These are governed by their own Terms and Conditions. Please read these Terms carefully and make sure that you understand them before continuing with your use of the Web Services to access Our memberships, products or services. You should also read Our [Privacy Notice](#), which also governs your use of the Web Services, and is incorporated by reference into these Terms. If you do not agree to these Terms, please do not use the Web Services.

Your failure to follow and abide by these Terms may result in immediate suspension or termination of your access to the Web Services in addition to our other remedies.

1. CHANGES TO THE TERMS OF USE AND/OR WEB SERVICES

These Terms are meant to protect all of the visitors to and users of the Web Services, and your access to and use of the Web Services signifies your agreement with these Terms. We reserve the right, in our sole discretion, to modify, alter or otherwise update these Terms, or to change or delete any features of the Web Services, at any time. Such modifications, alterations, and updates to the Terms shall be effective immediately upon posting. You agree to be bound by such modified, altered and updated Terms if you access or use the Web Services after We have posted notice of such modifications, alterations or updates. **IF YOU DO NOT AGREE WITH ANY OF THE MODIFIED, ALTERED OR UPDATED TERMS, THEN YOU SHOULD NOT USE THE WEB**

SERVICES AFTER SUCH MODIFICATIONS, ALTERATIONS OR UPDATES HAVE BEEN POSTED. However, any changes to the Arbitration and Governing Law sections will not apply to any disputes for which the parties have actual notice on or before the date the change is posted.

We reserve the right to modify or discontinue any of the Web Services or any aspect or feature of the Web Services at any time and without notice. From time to time, We may restrict access to the Web Services or any portion thereof, to users, including registered users, consistent with applicable law and any additional terms governing the particular Web Service.

2. PRIVACY

We and Our affiliates (being any other entity that is directly or indirectly controlled by, or under common control with Us) understand that you value your privacy and wish to have your personal information kept secure. We will collect, use and disclose your personal information (including but not limited to, registration data and certain other information about you that you may submit or provide to Us through the Web Services) in accordance with Our [**Privacy Notice**](#). By providing your personal information to Us, you confirm you have read and accept Our [**Privacy Notice**](#).

3. PURCHASES MADE VIA THE WEB SERVICES; OTHER TERMS AND CONDITIONS

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Web Services, including reservations, bookings, rewards programs or other similar features, all of which terms are made a part of these Terms by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms and the terms posted for or applicable to a specific portion of the Web Services or for any service offered on or through the Web Services, the latter terms shall control with respect to your use of that portion or the specific service.

4. LINKS TO THIRD PARTY SITES

The Web Services may permit you to link to other web sites or applications that may or may not be affiliated with the Web Services and/or with Us. These other linked web sites or applications, including those of Our third-party content providers, advertisers, merchants, business partners, sponsors and/or licensors (collectively, "**Providers**"), may have different terms of use that are not the same as these Terms. Your access to and use of such linked third party web sites and applications, and any correspondence or transactions that you may enter thereon, are not governed by these Terms, but instead, are governed by the terms of use and policies of those web sites and applications. We provide links to third party websites and applications for your convenience and information only, and you use them at your own risk.

Except as otherwise specified in these Terms or pursuant to our express written consent, you may not establish a hyperlink to the Web Services or provide any links that state or imply any sponsorship or endorsement of your web site by Us.

5. USE OF THE WEB SERVICES & INTELLECTUAL PROPERTY RIGHTS

We control and (either Ourselves and/or through Our third-party host) operate the Web Services. All content available through the Web Services (“Content”), including but not limited to, text, images, illustrations, graphics, logos, digital downloads, data, software, headers, icons, scripts, audio clips, and video clips, is the property of Us or Our Providers, and is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by and subject to United States and international copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes). The Content is owned and controlled by Us, Our affiliated or related entities, or the Providers that have licensed or otherwise made available their content or the right to market their products and/or services to Us. Content on the Web Services or any website owned, operated, licensed or controlled by the Providers is solely for your personal, non-commercial use, and may not be used in any manner that is likely to cause confusion among Our customers, other users of the Web Services, or the general public. You agree to abide by all additional copyright notices, information, or restrictions contained in or with any Content.

You may download or make a single copy of any Content contained on this website solely for your personal, non-commercial use, consistent with these Terms, provided that you maintain all copyright and other notices contained in or with such Content. Except as otherwise specified above, you may not copy, reproduce, duplicate, republish, upload, post, transmit, distribute, sell and/or exploit the Content in any way (including by email or other electronic means) for commercial use without the prior written consent of Us or Our Providers. You may request consent by faxing a request to Our Legal Department at **407-626-5222**. Your modification of the Content, use of the Content on any other linked website or networked computer environment, or use of the Content for any purpose other than personal, non-commercial use, without the prior written consent of Us or Our Providers, violates the intellectual property rights and proprietary rights of the Content owners and is strictly prohibited.

You may not use any registered or unregistered trademarks, service marks, copyrighted materials or other proprietary information or intellectual property appearing on these Web Services, including, but not limited to, any logos, images or characters, and also including any meta tags or similar code or hidden text or elements containing such information or property, without the express written consent of the owner of the mark or copyright. You may not frame any trademarks, service marks, copyrights, logos, images, text, or other proprietary information or intellectual property of Ours, or otherwise incorporate into another website any of the Content or other materials in these Web Services, without Our express prior written consent. You may not deep link to any page of portions of this website without Our prior written consent. You may, however, create or provide a hypertext link or hyperlink to the home page of these Web

Services provided that you do not make or attribute to Us, our affiliated or related entities or Providers any false, misleading, defamatory, libelous, derogatory, or offensive statements. Any such link cannot include any logos, graphics or trademarks of Us, Our affiliated or related entities or Providers without Our express prior written consent.

Violation of trademark and copyright laws ("Infringement") may result in significant civil liability or criminal penalties under United States and/or international copyright and trademark laws. You recognize that any reproduction or use of Content, copyrights, trademarks, service marks, or other intellectual property on this website, except as authorized by these Terms, is considered intentional Infringement.

Notice and Procedure for Making Claims of Copyright Infringement

If you believe that your work has been copied and posted on this website in a way that constitutes copyright infringement, please provide Our Agent for Notification of Claims of Copyright Infringement the information specified below:

- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on this website;
- Your address, telephone number, and email address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

Written notification containing the information set forth above must be submitted to the following Agent for Notice of Claims of Copyright Infringement:

Intellectual Property - Legal
Panorama Travel Solutions, LLC
6277 Sea Harbor Drive, Orlando, FL 32821
Telephone: 407-626-2018
Fax Number: 406-626-5193
Email Address: Copyright.Violations@wyn.com

6. USER'S RESPONSIBILITIES

You warrant and represent to Us that you will not use the Web Services for any purpose that is unlawful, illegal or prohibited by these Terms, including, without limitation, the sending, posting, transmitting, displaying, distributing or knowingly receiving of or searching for any threatening, harassing, libelous, defamatory, obscene, scandalous, inflammatory, sexually oriented, pornographic, or profane material, content or images, or other images, content or messages that might be considered lewd, lascivious,

excessively violent or otherwise offensive. If you violate any of these Terms, your permission to use the Web Services immediately terminates without the necessity of any notice. We retain the right to deny access to anyone at Our discretion for any legally permissible reason, including for violation of these Terms.

You are solely responsible for the content, accuracy and your use of your User Information, as defined herein, and we merely act as a passive conduit for your online publication of your User Information. As used in these Terms, “**User Information**” means any information or data that you submit to or through the Web Services and any information or data that is generated by the Web Services as a result of your use of or access to the Web Services. Special rules and/or restrictions may apply to your Personal Information or Sensitive Personal Data. For more information on these special rules and/or restrictions, please review our [Privacy Notice](#).

In the event that you are provided with user identification numbers or codes, confirmation numbers, login credentials and/or passwords (as applicable) in the use of the Web Services (collectively, “**Login Information**”), you shall maintain such Login Information in confidence and you agree not to distribute or disclose the same to third parties. It is your responsibility to notify Us if we need to change or discontinue any of your Login Information. It is also your responsibility to immediately notify Us upon your knowledge or belief that such Login Information is, or may be, subject to a breach of confidentiality. We may suspend or terminate your access to the Web Services if We believe or have reason to believe a breach of these Terms has occurred including, without limitation, you having shared your Login Information with a third party.

You agree to provide true, accurate, current and complete User Information. If you provide any User Information that is untrue, inaccurate, not current or incomplete (or We have reasonable grounds to suspect that such User Information is untrue, inaccurate, not current or incomplete), We have the right to suspend or terminate your access and activity, and refuse any and all current or future use, of the Web Services.

7. PROHIBITED ACTIVITIES

You are specifically prohibited from any use of the Web Services, and you agree not to use or permit others to use the Web Services, to do any of the following:

- (a) take any action that imposes an unreasonable or disproportionately large load on, or waste of valuable time for, the Web Services’ infrastructure or resources, including, but not limited to, sending or promoting the distribution of “spam,” “junk mail,” chain letters, or other such unsolicited or unlawful mass e-mailing techniques;
- (b) disclose to, or share with, any unauthorized third parties, your Login Information for any unauthorized or prohibited purpose, or otherwise allow or facilitate others to gain access to Our information technology systems, environments, networks, files, data or accounts through the use of your Login Information;
- (c) access or attempt to access Our information technology systems, environments, networks, files, data or accounts to which express authorization has not been obtained (including access to data not intended for you), or log into a server or account that you are not authorized to access;

- (d) attempt to decipher, decompile, disassemble, modify, remove or reverse engineer any of the software or HTML code comprising or in any way making up a part of the Web Services;
- (e) interfere with, disrupt, disable or damage (or attempt to interfere with, disrupt, disable or damage), in an unauthorized manner, the use or operation of the Web Services or Our, Our affiliated or related entities' or the Providers' systems, equipment or applications, or service to any user, host, or network, including by use of any programs, scripts, commands, robots, spiders, scrapers, viruses, worms, web bugs, harmful code, Trojan horses, other contaminants, or otherwise, which includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload a service or to burden excessively a service's resources, attempts to "crash" a host, and/or modifying or rerouting any Content or services provided via the Web Services;
- (f) attempt to circumvent or subvert system or network security (i.e., authentication) mechanisms, or probe the security of any system, network, or account, associated or used in conjunction with the Web Services;
- (g) upload, post, email or otherwise transmit any User Information, Content, or proprietary material that you do not have a right to transmit under these Terms, any law or other contractual or fiduciary relationships;
- (h) violate any applicable local, state, national or international law; and
- (i) use, permit another person or entity to use, or assist another person or entity in using any robot, spider, intelligent agent, meta-searching, scraper, script or other automatic device or means, or manual process to access, use, search, monitor or copy the Web Services' pages, domain, or the Content without Our prior written permission, provided that generally available third party web browsers such as Netscape Navigator®, Microsoft Internet Explorer®, Microsoft Edge®, Mozilla Firefox®, Safari®, Google®, Google Chrome®, Opera®, Maxthon®, Avast Secure® or Avant® may be used without such permission.

8. INFORMATION POSTED TO THE WEB SERVICES

With respect to all User Information you elect to post to publicly accessible areas of the Web Services, you agree that We have the right to use, reproduce, copy, modify, publish, distribute, create derivative works of, perform and display such User Information (in whole or part) on a worldwide basis, without notice or compensation to you, provided that such use is in accordance with the terms of Our [Privacy Notice](#).

You acknowledge and agree that we may preserve User Information and may also disclose User Information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any User Information violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Our business, employees, Providers, affiliated or related entities, users, and/or the public.

9. ELECTRONIC COMMUNICATIONS

When you visit the Web Services or send emails to Us, you are communicating with Us electronically. You consent to receive communications from Us electronically, either by email or by posting notices on the Web Services. To the maximum extent permitted by law, you agree that all terms, notices, disclosures and other communications that We

provide to you via such electronic means satisfy any legal requirement that such communications be in writing.

10. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

We take reasonable steps to provide secure, timely, accurate and complete information on the Web Services. However, it is possible that information contained or made available on the Web Services may be incorrect or not current. Further, the Internet has inherent risks and We cannot guarantee that your access to and use of the Web Services will be uninterrupted or error free or that the Web Services will be free from loss, corruption, attack, interference, hacking or other security intrusion.

If you notice any errors or omissions in the information contained on the Web Services or other concerns, please report them to Us for investigation.

THE MATERIALS AND INFORMATION PROVIDED ON THE WEB SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN WITH RESPECT TO THE WEB SERVICES, THE CONTENTS THEREOF, OR THEIR HYPERLINKS TO OTHER INTERNET RESOURCES.

Limitation of Liability. We, Our parents, subsidiaries, affiliates, officers, directors, employees and agents (the "**Panorama Parties**") shall not be liable for damages or losses of any kind arising out of or in connection with your use of the Web Services or any information provided on the Web Services, including but not limited to, damages caused by your reliance on the accuracy or timeliness of information provided on the Web Services or your provision of User Information to the Web Services, except that the foregoing shall not preclude recovery of damages for personal injury, loss or damage to personal property, or unauthorized use or disclosure of personally identifiable information caused by the Panorama Parties' negligence, gross negligence, recklessness, fraud or other willful, unconscionable or intentional misconduct. Nothing herein shall be construed to limit the clearly established legal right of a consumer to recover attorneys' fees or other remedies afforded by statute or other law.

Indemnification. You agree to indemnify, defend and hold harmless the Panorama Parties from and against all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees) resulting from your breach of any provision of these Terms of Use, your violation of the rights of a third party and/or any negligent acts, omissions or intentional wrongdoing by you. Any such indemnification shall be conditioned on the indemnified party: (a) notifying you in writing of any such claim, demand, action, cost, liability, loss or threat thereof; (b) cooperating with you in the defense or settlement thereof; and (c) allowing you to control such defense or settlement. The indemnified party shall be entitled to participate in such defense at its own cost and expense.

The foregoing Disclaimer of Warranties, Limitation of Liability and Indemnification provisions shall apply to the fullest extent permitted by law and shall inure to the benefit of Us, Our affiliates, and/or Our respective suppliers.

11. ARBITRATION

THE FOLLOWING TERMS TO WHICH YOU ARE CONSENTING CONSIST OF A BINDING ARBITRATION PROVISION AND A CLASS-ACTION AND JURY TRIAL WAIVER.

TO THE FULLEST EXTENT PERMITTED BY LAW, BY USING THE WEB SERVICES, YOU AGREE THAT IF A DISPUTE ARISES BETWEEN YOU AND THE PANORAMA PARTIES, BOTH YOU AND THE PANORAMA PARTIES SHALL SUBMIT TO BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION COMMENCED BETWEEN YOU AND THE PANORAMA PARTIES MUST BE ARBITRATED IN FLORIDA. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR THE PANORAMA PARTIES MAY JOIN CLAIMS IN ARBITRATION WITH OR AGAINST OTHER USERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS. YOU UNDERSTAND THAT BY AGREEING TO ARBITRATION YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE IN COURT, THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO BRING, OR BE PART OF, A CLASS ACTION CASE. The foregoing shall not apply to suits to enjoin infringement or other misuse of intellectual property rights, and you or the PANORAMA Parties may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

RULES FOR THE AMERICAN ARBITRATION ASSOCIATION ARE AVAILABLE AT: <https://adr.org/>.

12. GOVERNING LAW

We operate the Web Services from Our offices within the State of Florida, USA (which may be subject to change from time to time in Our sole discretion). The Web Services can be accessed from all 50 U.S. states, as well as from other countries around the world. As each of these places has laws that may differ from those of Florida, by accessing the Web Services, you agree that these Terms and your use of the Web Services shall be governed in all respect by the internal substantive laws of the State of Florida, without regard to any conflict of laws provisions, and shall not be governed by the United Nations Convention on the International Sale of Goods. You further agree to submit to the exclusive jurisdiction and venue in the state and federal courts located in Orange County, Florida for all disputes, cases and controversies regarding this website, your use of this website, and your relationship with Us. Although the Web Services can be accessed outside the United States, we make no representation that materials on the Web Services are appropriate or available for use in other countries, and accessing them from jurisdictions where the Content is illegal is prohibited. Those who choose to access the Web Services from other countries do so at their own risk and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the United States or the country in which you reside.

13. MESSAGE BOARDS

In the event that We provide message boards, web logs or blogs, or discussion forums

on the Web Services (the “**Forums**”), you agree to use the Forums only for personal purposes in a noncommercial manner. You shall not, without Our express approval, distribute or otherwise publish any material containing any solicitation of funds, advertising, or written solicitation for goods and services. You agree that any uploaded materials may be republished without compensation to you or any other person or entity. In addition, you warrant that you have all necessary rights and permissions to post any uploaded materials and that all moral rights in any uploaded materials have been waived. While we do not and cannot review every message posted by you or any other user in the Forums, and although We are not responsible for these messages, We reserve the right (but not the obligation) to delete, move, or edit messages that We, in Our sole discretion, deem abusive, defamatory, obscene, in violation of privacy, copyright or trademark laws, in violation of these Terms, or otherwise unacceptable. We do not endorse any User Information posted on the Web Services.

You agree that you must evaluate, and bear all risks associated with, the use of any messages, information, or other Content posted by other Users of the Web Services, including any reliance on the accuracy, completeness, or usefulness of such messages, information, or Content. In this regard, you acknowledge that you may not rely on any Content We create or information submitted to Us by third parties, including without limitation, information in the Forums, and in all other parts of these Web Services.

14. LOCATION-BASED SERVICES

Your device may be location-enabled, meaning that the device is capable of accessing Content or services that make use of a user’s location using location technology such as Global Positioning Satellite (GPS), wireless network location, or other location technology. In the event the Web Services use a location-based API for real-time route guidance (including, but not limited to, third-party turn-by-turn route guidance and other routing that is enabled through the use of a sensor), **YOUR USE OF ANY SUCH REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.**

15. THIRD-PARTY SERVICES

If you access the Web Services using an Apple iOS, Android or Microsoft Windows-powered device, Apple Inc., Google, Inc. or Microsoft Corporation, respectively, shall be a third-party beneficiary of these Terms. However, these third-party beneficiaries are not a party to these Terms. You agree that your access to the Web Services using these devices also shall be subject to the usage terms set forth in the applicable third-party beneficiary’s terms of use or service. You represent to Us that you have read and agreed to those terms.

16. OTHER GENERAL PROVISIONS

These Terms are for the benefit of each of Us, Our affiliated, managed or related entities and the Providers, and each of Our and their respective officers, directors, employees, affiliates, agents, or any person or entity involved in the creation, production, distribution and/or hosting of the Web Services. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against you on its (or their own) behalf. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and the remaining provisions enforced. Headings are for reference purposes only.

You and We are dealing at arms' length, creating a commercial relationship. We are not your agent or your fiduciary. Many of our businesses and facilities are independently owned and operated by third parties. In such cases, these third parties manage and operate the facilities, and they engage the employees and entities who work at the facilities. These third parties are independent from Us, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms.

The provisions and conditions of these Terms, and each obligation referenced herein, represent the entire agreement between Us (including the Providers), Our affiliated or related entities, and you relating to the subject matter hereof, and supersede any prior agreements or understandings not incorporated herein.

PANORAMA RESERVES ANY RIGHTS NOT EXPRESSLY GRANTED OR STATED IN THESE TERMS.

If you have any questions or concerns about the Web Services or these Terms, please contact us at:

PANORAMA TRAVEL SOLUTIONS, LLC
Attn: Legal Department
6277 Sea Harbor Drive
Orlando, FL 32821

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