

Boyd Gaming/Vacations Hawaii Web Site Terms and Conditions

AGREEMENT BETWEEN CUSTOMER AND VACATIONS-HAWAII

This Web site is offered to you, the customer, conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of this Web site constitutes your agreement to all such terms, conditions, and notices.

PERSONAL AND NONCOMMERCIAL USE LIMITATION

This Web site is for your personal and noncommercial use. You may only use this Web site to make legitimate reservations or purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent reservation or any reservation in anticipation of demand. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from this Web site. You may not use any "robot", "spider" or other automatic device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on this site, in any case without our prior written permission. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of this Web site. You agree that you will not take any action that imposes a burden or load on our infrastructure that we deem in our sole discretion to be unreasonable or disproportionate to the benefits we obtain from your use of the site.

AGE AND RESPONSIBILITY.

If you use this Web site, you are responsible for maintaining the confidentiality of your account information and your password. You agree to accept responsibility for all activities that occur under your account or password. You represent that you are of sufficient legal age to use this Web site and to create binding legal obligations for any liability you may incur as a result of the use of this Web site. You understand that you are financially responsible for all uses of this site by you and those using your login information.

COPYRIGHT AND TRADEMARK NOTICES

All contents of this Web site are: Copyright © 2001 Vacations-Hawaii and its licensors. All rights reserved.

WARRANTY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON THIS WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. BOYD GAMING CORPORATION, VACATIONS-HAWAII, THEIR AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES ON THIS WEB SITE AT ANY TIME.

BOYD GAMING CORPORATION, VACATIONS-HAWAII, THEIR AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES CONTAINED ON THIS WEB SITE FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. BOYD GAMING CORPORATION, VACATIONS-HAWAII, THEIR AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA ACCURACY AND NONINFRINGEMENT.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this Web site, you warrant that you will not use this Web site for any purpose that is unlawful or prohibited by these terms, conditions.