



MEMBERSHIP TRANSFER APPLICATION

RCI Use Only:

This guide is intended to help you complete the application necessary to transfer an RCI Points Membership. You should only complete this application if you have sold or purchased an RCI Points property.

- Please ensure that RCI receives a copy of the updated recorded deed(s) along with this application by fax at: 1-317-805-9335 or mail to RCI, P.O. Box 80229, Indianapolis, IN 46280-0229, ATTN: Customer Service. RCI will not be able to process this application without a copy of the deed.
- Any incomplete sections may delay processing.

A. TRANSFEROR(S) INFORMATION

- Complete all the information requested as it appears on the RCI Points Membership Application.
- If two people listed on RCI membership, provide both signatures or legal documentation, showing only one is required.

B. TRANSFEREE(S) INFORMATION

- Complete/list the name(s) of one or two primary owners that you wish to appear on the new RCI Points Membership and complete all other information requested. Additional owners should be listed in section H.
- Please note due to systems limitations, only two names may be listed as primary on the RCI Subscribing Membership.

C. TRANSFER INFORMATION

This relates to the transfer of Vacation Time and the RCI Points Membership to the Transferee.

C1: The Transferor - Check only one box and place initials on line next to checked box.

C2: The Transferee - Check only one box and place initials on line next to checked box.

D. VACATION TIME TRANSFERRED

List all the timeshare weeks that have been sold or transferred to the Transferee.

E. ACCOUNT ACTIVITY STATUS

The Transferor: Complete this section prior to sending the form to the Transferee.

The Transferor: Indicate whether the reserved activity will be transferred to the Transferee or cancelled. If the Transferor is transferring everything, the entire account including the membership will be transferred to the Transferee. For information regarding pending activity for your RCI Points account call: 1-877-968-7476.

F. PROCESSING FEE

The \$100 USD/\$124 CAD processing fee is due upon time of submission of transfer application. If a new account is being established for Transferee, the first year's dues in the amount of \$124 USD/\$154 CAD are required in addition to the \$100 USD/\$124 CAD processing fee.

G. AUTOMATIC BILLING/PAYMENT

Transferee- Complete this section for automatic renewal and billing of future membership fees.

H. ADDITIONAL OWNERS

This section is to be completed for each additional joint-owner. Each joint owner's signature is required and should be listed on your Participation Agreement.

I. AUTHORIZATION

This section must be signed and dated by Transferor(s) and Transferee(s) (i.e., all individuals listed in Sections A and B).

If you have questions about completing this application,
please call RCI Customer Service in Indianapolis Monday-Friday 7am to Midnight,
Sat-Sun & Holidays 9:30 am to 6 pm Eastern Time.
at 1-877-968-7476 or 1-317-805-8000.

E. ACCOUNT ACTIVITY (MUST BE COMPLETED BY TRANSFEROR)

Check and initial here if no future reservations: _____ [Transferor's Initials]

The following activity for future reservations as of the date of this Application:

Resort ID	Unit	Check-in Date	Confirmation Number	Transferred to Buyer		Reservation Cancelled	
_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

F. PROCESSING FEE (DUE UPON TIME OF SUBMISSION)

Check Here If Paid By Transferor: _____ [Transferor's Initials]

Check Here If Paid By Transferee: _____ [Transferee's Initials]

Check Form of Payment: Check Enclosed in the amount of: US \$ _____
 I Authorize My Credit Card to be Billed in the amount of US \$ _____ Credit Card Information is listed below

Credit Card Information Visa MasterCard Discover/NOVUS Diners Club American Express

Account No: _____ Expiration Date _____

Print Cardholder Name _____ Signature _____

G. AUTOMATIC BILLING/PAYMENT

Protects against lapse of important benefits, privileges and services (see paragraph 21(c) of attached Terms and Conditions for information)

I authorize Automatic Renewal Billing: Yes No

Credit Card Information Visa MasterCard Discover/NOVUS Diners Club American Express

Account No: _____ Expiration Date _____

Print Cardholder Name _____ Signature _____

H. ADDITIONAL OWNERS

(Additional owners' names must appear on the deed to the ownership or similar document.) The maximum number of Additional Owners on each RCI Points membership is **five (5) persons**. Additional Owners will be serviced on the account but will not receive RCI Points materials or mailings.

ADDITIONAL OWNERS

Printed Name	Date of Birth (MM/DD/YY)	Country(ies) of Citizenship	Transferee Initials
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

I. AUTHORIZATION

Transferor(s): The undersigned hereby represent(s) that the undersigned is (are) lawfully entitled to make this transfer, request(s) that RCI make such transfer in membership information as designated above, and acknowledge(s) and agree(s) that the terms and conditions of the Network Documents shall continue to apply.

Transferor's Signature: _____ Date: _____

Co-Transferor's Signature: _____ Date: _____

Transferee(s): The undersigned (individually and collectively, "Transferees") acknowledge and agree that RCI, LLC has neither made any representation or warranty regarding the Vacation Time(s) acquired from Transferor nor the status of any points associated therewith. Further, if one of the options marked with a "+" in Section C above is checked, then for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferees do grant, convey, transfer and assign to RCI, and its lawful successors and assigns, for the term of Transferees' account (as stated above) (i) all rights of use, occupancy and enjoyment in respect to the identified Vacation Time; and (ii) the exclusive rights of access, occupancy, use and enjoyment of the Vacation Time. Transferees retain title to the Vacation Time, subject to this assignment. This assignment is for the benefit, use, and enjoyment of RCI in accordance with the Terms and Conditions (the "Terms and Conditions"), a copy of which is attached hereto and made a part hereof, and the other Network Documents (as defined in the Terms and Conditions). Transferees agree to pay all expenses related to the Vacation Time as well as the current Network Dues during the term of Transferees' membership and such membership shall be subject to the Network Documents, including the Terms and Conditions. Transferees acknowledge and agree that for purposes of the Terms and Conditions, this Application is deemed to be the "Participation Agreement" or "Agreement". Transferee(s) have read, and Transferee(s) agree to the Terms and Conditions.

Endless Vacation® magazine is the official publication of RCI. RCI benefits are obtained only via subscription to the *Endless Vacation*® magazine. Use of the term "membership" is intended to denote subscription to the *Endless Vacation*® magazine.

Transferee's Signature: _____ Date: _____

Co-Transferee's Signature: _____ Date: _____

This Membership Transfer Application may be executed in counterparts, each of which may be deemed an original and each of which shall constitute one in the same Membership Transfer Application.

TERMS AND CONDITIONS OF RCI POINTS® SUBSCRIBING MEMBERSHIP

1. DEFINITIONS. As used in the Network Documents, including the RCI Weeks and Points Disclosure Guide ("Guide") and these Terms and Conditions of RCI Points Subscribing Membership ("Terms and Conditions") the following definitions apply:

- a. **Affiliated Resort or RCI Points Affiliated Resort** — A resort, resort group, vacation club, vacation plan or other legal entity, which is included in the Network pursuant to an effective Network Affiliation Agreement.
- b. **Affiliation Agreement or Network Affiliation Agreement** — The agreement that states the terms and conditions under which an entity owning, controlling, or managing accommodations, including but not limited to a resort, hotel, condominium or condominium association, or Vacation Ownership developer becomes an Affiliated Resort.
- c. **All Inclusive Package** — A package of food, beverages, or other amenities packaged or offered by the resort for an additional fee. Payment for an All Inclusive Package may be required prior to or at check-in. All Inclusive Packages may vary in price and in the types of food, beverages, and amenities included. The Member may be required to purchase the All Inclusive Package as a condition for use of the accommodations, or the All Inclusive Package may be optional and Members may not be required to choose whether to purchase it as a condition for use of the accommodations if they so choose. Food, beverages, and amenities may not be available at the resort if the Member chooses not to purchase an optional package. Fees, terms and conditions of All Inclusive Packages are determined solely by the resort, and are subject to change at any time.
- d. **Daily/Split Reservation** — A Reservation of Vacation Time that is greater or less than seven (7) nights.
- e. **Deposit** — An assignment of Vacation Time into the Network Depository for use and Reservation through the Network by or on behalf of a Member, pursuant to a Participation Agreement or corporation participation.
- f. **External Exchange** — The process by which Members obtain access to Vacation Time through the External Exchange Program.
- g. **External Exchange Program or RCI Weeks Exchange Program or RCI Weeks** means the program through which Members may use RCI Points to obtain access to Inventory in the RCI Weeks Exchange Program.
- h. **Guest Certificate** — A certificate purchased from RCI and presented to the provider of accommodations or Partner Inventory enabling Members to give the use of a specified number of RCI Points, a confirmation or certain other benefits of membership, as RCI in its discretion may permit from time to time, as a gift to non-member friends or family members age 21 or older.
- i. **Home Group** — A group of RCI-Affiliated Resorts under common ownership, control or any other contractual relationship with the Member's Home Resort; or a group of resorts which the Network Administrator has determined qualifies as a Home Group.
- j. **Home Group Priority Period** — The period beginning 334 days before the start date of a particular Vacation Time and ending 304 days prior to the start date of any particular Vacation Time.
- k. **Home Resort** — The Affiliated Resort at which a Member owns Vacation Ownership or the Affiliated Resort at which a Member is assigned Vacation Time to Deposit to the Network.
- l. **Home Resort Priority Period** — The period beginning 365 days before the start date of a particular Vacation Time, and ending 335 days prior to the start date of any particular Vacation Time.
- m. **Home Week Priority Period** — The period beginning 396 days before the start date of a particular fixed Vacation Time, and ending 366 days prior to the start date of such fixed Vacation Time.
- n. **Indemnitee** — RCI and its partners, officers, managers, employees, directors, shareholders, agents, representatives, parent companies, affiliates and subsidiaries and the predecessors, successors and assigns of all of them.
- o. **Inventory or Unit** — Vacation Time or any good, service, benefit, or movable or immovable property designed for separate occupancy or consumption including but not limited to any apartment, condominium or cooperative unit, cabin, lodge, hotel, or motel room, campground or other private or commercial structure or improvement, whether movable or immovable property, and whether situated on real or personal property that is utilized in the Network. The Network Administrator may provide access to Inventory at Affiliated Resorts and Partner Inventory.
- p. **Member** — An RCI Points Subscribing Member. A corporate participant may, in RCI's sole discretion, be permitted to function as a Member.
- q. **Network** — The RCI Points exchange program and all systems and operations related thereto, including the Reservation System and all RCI Points transaction services including but not limited to exchange, reservation and other user services and related benefits made available to Members from time to time in the discretion of the Network Administrator.
- r. **Network Administrator** — RCI, and its successors or assigns in interest.
- s. **Network Depository** — The collection of Inventory from which RCI Points exchange requests and other demand needs are confirmed.
- t. **Network Documents** — Those documents adopted by the Network Administrator, as amended from time to time, including, without limitation, these Terms and Conditions, the Disclosure Guide to the RCI Points Exchange Program, the External Exchange Program terms and conditions, any Network directory or magazine, the Network Affiliation Agreement and the Network Participation Agreement.
- u. **Network Dues** — The annual fees payable by or on behalf of a Member to participate in the Network.
- v. **Network Internal Use** — The occupancy, enjoyment and use by a Member of Vacation Time or Points Partner Inventory by means of the Reservation System.
- w. **Network Participation Agreement or RCI Points® Participation Agreement** means the form or forms prescribed by the Network Administrator from time to time for the enrollment of Members in the Network.
- x. **Participant** — Any person, other than a Member, whose ability to participate on a non-recurring basis in the Network is set forth in a Network Participation Agreement, if any exists, between the person and the Network Administrator.
- y. **Points Partner Inventory** — benefits, other than Vacation Time at an Affiliated Resort, which the Network Administrator may make available to Members through any means.
- z. **Points Partners** — Third parties who offer Points Partner Inventory, at the discretion of the Network Administrator.
- aa. **RCI** — RCI, LLC, a Delaware limited liability company (registered as Resort Condominiums International, LLC in Indiana, Nevada, New Jersey, North Carolina and Ohio), its officers, managers, employees, directors, shareholders, agents, representatives, parent companies, affiliates and subsidiaries and the predecessors, successors and assigns of all of them. RCI is the owner and operator of the RCI Points Exchange Program.
- bb. **RCI Vacation Protection** means the vacation protection program described in these Terms and Conditions.
- cc. **RCI Points or Points** — The representation of reservation value allocated by the Network Administrator to Vacation Time and Partner Inventory from time to time, as well as any Reservation rights allocated by the Network Administrator to Members from time to time.
- dd. **RCI Points Subscribing Member or RCI Points Member** — A person whose Network Participation Agreement has been accepted by the Network Administrator and who, during any relevant period, has Deposited Vacation Time in the Network Depository. The term "RCI Points Subscribing Member" also includes an individual whose participation in the Network is via a corporate member of the Network, as permitted by Network Administrator. Membership denotes a subscription to Endless Vacation® magazine; Network benefits are obtained only via this subscription. Also known as a "Member".
- ee. **Reservation** - The right of a Member to obtain a particular Network Internal Use.
- ff. **Reservation System** — The method, means or system by which a Member may obtain a Reservation as set forth in the Network Documents.
- gg. **Standard Reservation Period** — The period beginning 303 days prior to the first day of any particular Vacation Time and ending on the last date of such Vacation Time.
- hh. **Terms and Conditions** — These Terms and Conditions of RCI Points Subscribing Membership.
- ii. **Transaction** — Any activity conducted by the Member through the Network, including but not limited to any Reservation request; the saving of Points (whether automatic or by Member request); the transfer of Points; the borrowing of Points; the rental of Points; inclusion on a wait list; cancellation of any Reservation; or any External Exchange request.
- jj. **Use Year** — The annual, recurring twelve (12) month period applicable to each Member described in Section 5(d) below.
- kk. **Vacation Ownership** — The Member's legal right to own, occupy or use accommodations at their Home Resort
- ll. **Vacation Time** — Use rights for a period of time, whether recurring week(s), or parts thereof, of a Member's Vacation Ownership, which are deposited in the Network. There are two types of Vacation Time:
 - i. **Fixed Vacation Time** — Vacation Time for which a particular Member has the exclusive right to use specific accommodations at a specific time pursuant to the Member's purchase agreement with the developer.
 - ii. **Floating Vacation Time** — Vacation Time for which a particular Member has the right only to reserve the accommodations on a space available, first come, first-served basis.
- mm. **Vacation Time Expenses** — All obligations associated with or appurtenant to Vacation Time by whomsoever levied, including, but not limited to, any obligation for the payment of maintenance fees, assessments, common expenses, recreational fees, promissory notes, mortgage payments or taxes.
- nn. **You** — An RCI Points Member.

2. BENEFITS OF MEMBERSHIP RCI will allow participation in the Network to all Members who comply with these Terms and Conditions. Member benefits include the use of the Reservation System and the Network Depository through which Members exchange and reserve use of Vacation Time and Partner Inventory for themselves and their guests. Each Member, on behalf of themselves and their guest, by use of the Network, acknowledges that the Network is not a corporation, legal entity or association of any kind, but is only the service name given to the variety of exchange, reservation and use services and related benefits offered from time to time by the Network Administrator, together with such additional services as the Network Administrator may arrange through additional agreements with other service providers. RCI is responsible only for the written representations that it makes concerning RCI and the RCI Points Exchange Program, and is not responsible for any other representations made by any other person or entity.

3. CONDITIONS OF MEMBERSHIP.

- a. **Conditions Precedent.** In order for any Member or Participant to make a Reservation in the Network, the following conditions must be met:
 - i. For RCI Points® Members:
 1. The Member must be a party to a Network Participation Agreement and the agreement must have been accepted by the Network Administrator. The Network Administrator reserves the right to refuse any Network Participation Agreement and applicable fees presented to it;
 2. The Vacation Time Deposited or sought to be Deposited by the Member must be located at an Affiliated Resort in good standing in the Network. The Network Administrator may elect, in its sole discretion, to allow Vacation Time to be Deposited that is not from an Affiliated Resort;
 3. The Member must be current on all applicable Network Dues; and
 4. The Member must be current on all Vacation Time Expenses, and the Affiliated Resort at which such Member owns Vacation

Time must have lifted any maintenance fee "block" placed on the Member's account.

- ii. For Participants:
 1. The Participant must be a party to a Participant Agreement accepted by the Network Administrator; and
 2. The applicable dues must have been submitted to the Network Administrator by, or on behalf of, the person.
- b. **Enrollment.** Network Participation Agreements are only valid if entered into in the name of the lawful owner of the Vacation Ownership. The Network Administrator may require that any corporation, partnership, trust or other entity holding title to Vacation Ownership, other than a natural individual, designate an individual who shall be the exclusive beneficiary of, and exercise membership rights on behalf of, such enterprise. The Network Administrator may require separate subscribing memberships for multiple owners of a single Vacation Ownership and may limit how multiple owners may exercise rights of membership in certain circumstances, except as set forth in the Network Participation Agreement. The Member agrees that if any information contained in the Network Participation Agreement is incorrect, the Member will accept a notice of changed information from the Network Administrator as conclusive evidence of the correct information, and such notice shall be effective to amend the Network Participation Agreement. The period for which a Member is enrolled as a Member of the Network is set forth in the Network Participation Agreement.
- c. **Enrollment Fee.** The Network Administrator may charge an enrollment fee payable upon commencement of membership, the amount of which may vary from time to time and among Members.
- d. **Network Dues.** The Member shall pay Network Dues in an amount determined by the Network Administrator at its sole discretion. The amount of Network Dues may vary from time to time and among Members. Network Dues paid by an RCI Points Member include a subscription fee for the External Exchange Program.

4. RCI POINTS® VALUATION. All Vacation Time and Partner Inventory are assigned an RCI Points value by the Network Administrator. The assigned value is determined by the Network Administrator in its sole discretion and is based upon factors including, but not limited to, supply and demand of Vacation Time at the Affiliated Resort, Unit type, seasonality, and historical occupancy percentages, season, and availability and type of core amenities at the Affiliated Resort. The Network Administrator may revalue Vacation Time and Partner Inventory from time to time, which may lead to an increase or decrease in the assigned RCI Point value for that Vacation Time or Partner Inventory. If the RCI Point Value assigned to a Deposit increases or decreases as a result of such revaluation, the Network Administrator may increase or decrease the RCI Point Value assigned to the Deposit, at its sole discretion.

5. RCI POINTS ALLOCATION, USE YEAR.

- a. Each year Members are allocated a specific number of RCI Points in exchange for the Deposit of Vacation Time into the Network Depository. Members may receive the RCI Points allocation only upon fulfilling the conditions precedent set forth in the Participation Agreement. RCI Points are symbolic of the ability to make certain Reservations for the use and enjoyment of Vacation Time and Partner Inventory through the Network during a particular Use Year.
- b. The initial allocation of RCI Points to a Member is determined when the Member makes its first Deposit into the Network Depository. Subsequent allocations occur upon the Deposit of additional Vacation Time. Once a Member has been assigned RCI Points for each Vacation Time Deposit subject to a Participation Agreement, the amount of RCI Points will not change, and Members will be allocated the same number of RCI Points each Use Year for each Vacation Time Deposit unless the Network Administrator increases or decreases the RCI Point value of that Vacation Time. If the Network Administrator increases or decreases the RCI Point value of the Members Vacation Time, the RCI Points allocated to that Member will increase or decrease by the same amount.
- c. The number of RCI Points which a Member receives annually is the aggregate of RCI Points allocated to the Member. The number of RCI Points which a Participant receives for his or her time of participation is the amount set forth in the Participant's agreement.
- d. The "Use Year" for each Member is the annual recurring twelve (12) month period, set forth in the Participant's agreement. The Member's Use Year shall begin on the date determined by the Network Administrator.

THE MEMBER MAY LOSE THE USE OF RCI POINTS THAT ARE NOT USED TO MAKE A RESERVATION IN THE NETWORK WITHIN A GIVEN USE YEAR IF THE MEMBER FAILS TO USE ANY OR ALL ASSIGNED RCI POINTS DURING THE USE YEAR AND DOES NOT TRANSFER OR SAVE THOSE RCI POINTS. IN THE EVENT OF SUCH FAILURE BY THE MEMBER THE POINTS ARE DEEMED TO EXPIRE AT THE END OF THAT USE YEAR.

6. RESERVATIONS.

- a. **Reservation Requests.** A Member may request a Reservation any time after the Network Administrator accepts that Member's Network Participation Agreement. A Member shall only be permitted to make a Reservation through the Network if the Member is current in any and all obligations owed to the Network Administrator, his/her membership is otherwise valid and he or she is otherwise in compliance with the Network Documents.
- b. **RCI Points Usage, Priority.** In order to make a Reservation for use of particular Vacation Time or of a Unit of Partner Inventory during any Use Year, a Member may only use RCI Points allocated in that Use Year and any RCI Points saved, borrowed, transferred or rented in or into that Use Year. A Member may make a Reservation for use of Vacation Time or a Unit of Partner Inventory in any future Use Year; provided that Use Year is within the term of the Member's Network Participation Agreement and the Network Dues have been paid through the Use Year in which the Vacation Time falls. Saved RCI Points shall be used first, followed by current RCI Points, rented RCI Points, transferred RCI Points that have been saved, transferred current RCI Points, and transferred rented RCI Points.
- c. **Reservation Periods.** Reservation Periods vary from Member to Member based on the terms of each individual Participation Agreement. Examples of Network Reservation periods are as follows:
 - i. **Home Week Priority Period.** The Home Week Priority Period is designed to support a Member's use of the Member's Fixed Vacation Time. During the Home Week Priority Period, a Member who Deposited Fixed Vacation Time has the exclusive right to reserve the use of that Vacation Time, subject to the Network Documents. The Home Week Priority Period begins 396 days and ends 366 days (approximately 13 to 12 months) prior to the first day of occupancy of the Fixed Vacation Time. If a Member makes a Home Week Priority Reservation, it must be made for the full week, and the Member will use the entire allocation of RCI Points® arising out of that Vacation Time to make the Reservation.
 - ii. **Home Resort Priority Period.** The Home Resort Priority Period is designed to support a Member's use of Vacation Time at his/her Home Resort. During this period, Reservations of Vacation Time in the Home Resort are available on a first come first served basis exclusively to Members who Deposited Vacation Time at that Home Resort. The Home Resort Priority Period begins 365 days and ends 335 days (approximately 12 to 11 months) in advance of the start date of the relevant Vacation Time. If the Member makes a Home Resort Priority Period Reservation at the location where the Member Deposited Floating Time during the Member's floating use period, the reservation must be made for a full week, and the Member will use the entire allocation of RCI Points arising out of that Vacation Time to make the Reservation.
 - iii. **Home Group Priority Period.** The Home Group Priority Period is designed to support a Member's use of Vacation Time at resorts in his/her Home Group (or the continued use of his/her Home Resort if his/her Home Resort is not part of a Home Group). During this period, Reservations of Vacation Time in the Home Group are available on a first come first served basis exclusively for Members who Deposited Vacation Time in that Home Group. The Home Group Priority Period begins 334 days and ends 304 days (approximately 11 to 10 months) prior to the start date of the relevant Vacation Time.
 - iv. **Standard Reservation Period.** The Standard Reservation Period is the time period during which all Vacation Time at Affiliated Resorts becomes available for Reservation by all Members on a first come, first served basis. The Standard Reservation Period begins 303 days (approximately 10 months) in advance of the start date of the relevant Vacation Time.
 - v. **Nonstandard Periods.** The Network Administrator reserves the right to provide a different Home Week Priority Period, Home Resort Priority Period, Home Group Priority Period or Standard Reservation Period other than those specified in these Terms and Conditions for designated Affiliated Resorts or specified Vacation Time.
- d. **Priority Reservations.** During the Member's Home Week Priority Period and Home Resort Priority Period, the Member may use no more than the number of RCI Points allocated from the Member's Deposit of Vacation Time. The Member may, however, use transferred or borrowed RCI Points for a Home Week Priority Reservation or a Home Resort Priority Reservation if the Member had previously used current RCI Points for another Reservation.
- e. **Daily/Split Reservations.** RCI Points Members may obtain a Daily or Split Reservation which entitles the Member to use a Unit at an Affiliated Resort for periods other than a one-week period. Minimum lengths of stay and the Reservation window applicable to a Daily/Split Reservation are determined by the Network Administrator at its sole discretion for each Affiliated Resort. A Member may not make a Daily/Split Reservation during the Home Week Priority Period and the Home Resort Priority Period.

ALL VACATION TIME AT AFFILIATED RESORTS AND UNITS OF PARTNER INVENTORY ARE SUBJECT TO AVAILABILITY. ALL RESERVATIONS, EXCEPT THOSE MADE DURING THE HOME WEEK PRIORITY PERIOD ARE OFFERED ON A SPACE AVAILABLE, FIRST COME, FIRST SERVED BASIS. ALL RESERVATIONS ARE CONTINGENT UPON THE MEMBER REQUESTING THE RESERVATION AND HAVING SUFFICIENT RCI POINTS TO OBTAIN THE DESIRED VACATION TIME OR PARTNER INVENTORY. USE YEAR LIMITS, BLACKOUT DATES, AND POINTS USE MAXIMUMS MAY APPLY AT SOME RESORTS AND WITH RESPECT TO SOME PARTNER INVENTORY. THE EARLIER A RESERVATION IS REQUESTED, THE BETTER THE POSSIBILITY THAT A CONFIRMED RESERVATION CAN BE OBTAINED.

f. Making a Reservation. Reservations may be made in person, by mail, by facsimile, electronically at www.rci.com or by telephone. Reservation requests are to be made to the Network Administrator as follows:

- i. By telephone: 1-877-968-7476
- ii. By facsimile: 1-317-805-9315
- iii. By mail:

RCI Points
P.O. Box 80229
Indianapolis, IN 46280

- iv. In person:

RCI
9998 North Michigan Road
Carmel, Indiana 46032
Attention: RCI Points Network

- v. Electronically at: www.rci.com

The Member will receive a written or electronic Confirmation, which must be presented upon check-in or, if not available, then the Confirmation detail provided by RCI for such purpose must be provided.

g. Alternate Reservation Procedure (Floating Time). The Network Administrator may determine that Home Week, Home Resort or Home Group Reservations shall be made directly with the Home Resort or Home Group for certain Affiliated Resorts. If such determination is made, reservations other than Home Week, Home Resort or Home Group shall be made with the Network Administrator.

h. Customer Care. Complaints about accommodations or services provided at an Affiliated Resort or accommodating party should be made at the earliest opportunity to a person in authority at the Affiliated Resort or accommodating party. In the event the Affiliated Resort or accommodating party does not resolve the matter to your satisfaction, you should contact RCI's Customer Care department online at www.rci.com, select the "Contact RCI" tab at the top of the screen, click on the "United States and Canada" link, then click on "Send us an e-mail" and fill out the online Feedback Form. Alternatively, you may send an e-mail directly to rcipoints@rci.com, or send a letter to RCI's Customer Care department at P.O. Box 80229, Indianapolis, Indiana 46280-0229 or call 1-877-968-7476 with an urgent problem. RCI will be unable to assist with a resolution if you do not supply full details of the complaint within thirty (30) days of your return.

7. RESERVATION SYSTEM PRIORITIES. The Member should not rely on any representation that specific resort choices, additional benefits or specific Vacation Time can be guaranteed through the Network other than Home Week Priority Reservations.

Home Resort and Home Group reservation requests may receive priority over the requests of Members who do not own Vacation Time at that Home Resort or Home Group.

Other limitations, restrictions and priorities may be employed in the operation of the Network, including limitations based on seasonality, Unit size or other factors. These limitations may not be uniformly applied and as a result certain Vacation Time or Partner Inventory may be restricted in availability based upon applicable priorities and classification grouping of resorts, Vacation Time or benefits.

Inventory is shared regionally to facilitate Member Exchanges. The Network Administrator may set aside Deposited Vacation Time to match regional Reservation requests and other demand needs.

In any case, the Member must have the necessary allocation of RCI Points to reserve the desired Vacation Time or obtain the Partner Inventory. To increase the likelihood that specific resort choices and Vacation Time may be confirmed, Members are encouraged to request a Reservation as far in advance of requested Vacation Time as possible. The Network provides only the opportunity to obtain exchanges and does not provide the right to occupy any specific Unit or Unit types with the exception of reservations made during the Home Week Priority Period.

8. **TRANSACTION FEES.** The Network Administrator will collect the applicable Transaction fee prior to confirming each transaction requested by a Member. Transaction fees are established by the Network Administrator and may change from time to time and among Members.

9. **BORROWING RCI POINTS®.** The Member may borrow RCI Points from the next Use Year so long as that Use Year is within the term of the Member's Network Participation Agreement and the Member's Network Dues have been paid in full through such Use Year. The Network Administrator may, at its sole discretion, suspend or otherwise limit the member's ability to borrow RCI Points and use of borrowed RCI Points.

10. SAVING and EXTENDING RCI POINTS.

a. The Member may choose to save allocated RCI Points from the current Use Year into the next Use Year. RCI Points that have been previously saved cannot be saved into a subsequent Use Year. Rented RCI Points cannot be saved into another Use Year.

If RCI Points are saved, used for a Reservation and such Reservation is then cancelled, the saved RCI Points shall remain in the Use Year into which they were saved.

b. Eligible RCI Points will be automatically saved and the Member will be charged a transaction fee if the Member has not used any of its points by the end of a Use Year.

RCI Points that have been saved must be used in the Use Year into which they were saved. If RCI Points are not used in the Use Year to which they have been saved, they will expire unless the Member chooses to extend previously saved but expiring Points for one (1) additional Use Year. A transaction fee shall apply.

Saved RCI Points may be transferred to another Member, but those RCI Points are usable only within the transferee Member's current Use Year and may not be saved again.

The Network Administrator, at its sole discretion, may suspend or otherwise limit the Member's ability to save or to use saved RCI Points.

11. **TRANSFERRING RCI POINTS.** The Member may transfer his/her RCI Points to another Member for use in the transferee Member's Use Year, so long as there is no compensation for the transfer. The transferee Member may return transferred RCI Points back to the transferor Member, but not to another Member. In order to transfer RCI Points, the Network Administrator must have received a completed authorization, in the form established by the Network Administrator. If the transferee Member subsequently cancels a Reservation fulfilled through the use of transferred RCI Points, the transferred RCI Points shall be returned to the transferee Member's account. The Network Administrator, at its sole discretion, may suspend or otherwise limit the Member's ability to transfer or to use transferred RCI Points.

12. **"RENTING" RCI POINTS.** The Network Administrator may, in its sole discretion, offer the Member the opportunity to "rent" additional RCI Points for use in any particular Use Year. The rental rate for RCI Points is determined by the Network Administrator and may change from time to time. There is no guarantee that the Member will be able to rent RCI Points, since the availability of RCI Points in any particular Use Year is dependent upon the availability of inventory in the Network Depository. If available, RCI Points rental is an opportunity provided only on a first-come, first serve basis. The Network Administrator reserves the right to restrict the total number of RCI Points that can be rented within the Network in any one Use Year, the total number that can be rented by a Member during a Use Year, and/or the Reservations for which rented RCI Points can be used. Rented RCI Points may only be used in the current Use Year and cannot be saved or transferred. Rental Points must be used in the year rented and do not establish or provide for any recurring use. The Member must pay the transaction fee for rental of RCI Points at the time the transaction is requested. The Network Administrator, at its sole discretion, may suspend or otherwise limit the Member's ability to rent of RCI Points.

13. **CANCELLATIONS.** A Member or guest may cancel or change a Confirmed Exchange by notifying the Network Administrator by telephone or in writing. The Network Administrator, at its sole discretion, may require a fee for cancellation based on the reason for cancellation, timeliness of cancellation, and type of Inventory or Points Partner Reservation as follows:

a. RCI Points Affiliated Resort Reservations.

i. Refund of Transaction Fee. The Member or guest may cancel an RCI Points Affiliated Resort Reservation and obtain a refund of the Transaction fee until the end of the next RCI business day following the date on which the Reservation is confirmed. No refund of the Transaction fee will be made thereafter, except that a Guest Certificate fee will be refunded if cancelled greater than sixty (60) days in advance of travel.

ii. Refund of RCI Points. The Member or guest may cancel an RCI Points Affiliated Resort and obtain a 100% refund of the RCI Points used to make the reservation before the end of the next RCI business day following the date on which the Reservation was confirmed, if the Reservation was confirmed fifteen (15) or more calendar days prior to the starting time of the Reservation. If the Reservation was confirmed less than fifteen (15) days prior to the starting time of the Reservation, 25% of the RCI Points used will be refunded upon such cancellation.

iii. After the end of the next RCI business day following the date on which the Reservation was confirmed, the Member or guest may cancel an RCI Points Affiliated Resort, but the amount of RCI Points refunded, if any, depends upon how far in advance of the confirmed dates the cancellation is made. The following sliding scale will be used to determine the percentage of the Member's RCI Points that may be refunded if the Member cancels an RCI Points Affiliated Resort Reservation less than one hundred twenty (120) days in advance of the start time of the Reservation:

120 Days or greater	100% refunded
119 Days to 61 days	75% refunded
60 Days to 30 days	50% refunded
29 Days or less	25% refunded

iv. Refunded RCI Points that have not been previously saved return to the Use Year from which they originated unless that Use Year has passed. If that Use Year has passed, the RCI Points® will be treated as auto-saved and will return to the current Use Year. No fee will be assessed for such auto-saving of RCI Points. If the RCI Points to be refunded have been previously saved and the Use Year into which such RCI Points were saved has passed, then such RCI Points shall be forfeited unless the Member extends such RCI Points. In such case a Transaction fee shall apply.

v. Points Partner Reservations. All RCI Points Partner reservations are non-refundable, non-changeable and non-transferable, unless otherwise stated at the time of booking. The cancellation policy for Points Partner Reservations is subject to change. RCI may contract with a third party provider for the fulfillment and servicing of Point Partner transactions. The cancellation policy with respect to such transactions is subject to change at the discretion of the third party or RCI. The Network Administrator shall not be obligated to refund any RCI Points, transaction fees, or cash to Member.

b. RCI Weeks Affiliated Resort Reservations.

i. Members will have access to the RCI Weeks Exchange Program and may make a Reservation of available RCI Weeks inventory upon redemption of the number of RCI Points set forth in RCI Weeks grids published or made available at www.RCI.com by the Network Administrator. If an RCI Weeks External Exchange is requested and space is unavailable, the Member may submit an ongoing request. RCI Points are deducted at the time the Reservation is made.

ii. Refund of Transaction Fee. The Member or guest may cancel an RCI Weeks Exchange Reservation and obtain a refund of all but \$109 USD of the Transaction Fee if cancelled more than sixty (60) days in advance of the start date of the Reservation. The entire Transaction Fee will be forfeited if the reservation is cancelled less than sixty-one (61) days in advance of the start date. For RCI Weeks Alternative Inventory Reservations, section 13 of the Terms and Conditions of the RCI Weeks Subscribing Membership shall apply.

iii. Refund of RCI Points. The Member or guest may cancel an RCI Weeks Reservation and obtain a 100% refund of the RCI Points used to make the reservation before the end of the next RCI business day following the date on which the Reservation was confirmed, if the Reservation was confirmed fifteen (15) or more calendar days prior to the starting date of the Reservation. If the Reservation was confirmed less than fifteen (15) days prior to the starting time of the Reservation, 25% of the RCI Points used will be refunded upon such cancellation.

iv. After the end of the next RCI business day following the date on which the Reservation was confirmed, the Member or guest may cancel an RCI Weeks Reservation, but the amount of RCI Points refunded, if any, depends upon how far in advance of the confirmed date the cancellation is made. The following sliding scale will be used to determine the percentage of the Member's RCI Points that

may be refunded if the Member cancels an RCI Weeks Reservation less than one hundred twenty (120) days in advance of the start time of the Reservation:

120 Days or greater	100% refunded
119 Days to 61 days	75% refunded
60 Days to 30 days	50% refunded
29 Days or less	25% refunded

v. Refunded Points return to the Use Year from which they originated unless that Use Year has passed. In such case, the RCI Points® will be treated as auto-saved and will return to the current Use Year. No fee will be assessed for this transaction. If the RCI Points associated with the confirmation being cancelled would have previously expired, the Member will forfeit the RCI Points.

vi. RCI Vacation Protection offers the opportunity to protect a Member's RCI Points if an exchange vacation is cancelled. RCI Vacation Protection may be purchased up to 30 days after confirmation or up to 21 days before the start date of the Reservation, whichever occurs first. RCI Vacation Protection may be cancelled for a refund up to 14 days after purchase so long as such cancellation occurs more than 14 days before the start date of the Reservation. Vacation Protection is not available for Points Partner transactions.

14. **WAIT LISTS.** The Network Administrator may establish wait lists for particular Vacation Time. To be eligible to be placed on a wait list, the Member must be current in the payment of Network Dues and all other amounts due and payable pursuant to these Terms and Conditions. The Network Administrator reserves the right to limit the number of Members that may be on any wait list.

15. **GUESTS/GUEST CERTIFICATES.** A Member may give Deposited Vacation Time or a Confirmation or certain other benefits of membership, as RCI in its discretion may permit from time to time, to a friend or family member by purchasing a Guest Certificate from RCI at the then-current Guest Certificate fee on the date of issue. Confirmations for guests must be initiated by the Member, and Confirmations may be made in the guest's name. It is the responsibility of the Member to forward any and all correspondence and information regarding Guest Certificates and Confirmations to the guest.

A Member may purchase a Guest Pass at the then-current fee for a stated period of time offered by RCI in its discretion from time to time. A Guest Pass allows the Member to give the named guest recipient the benefits of a Guest Certificate on multiple occasions during the stated period without the Member being required to pay an individual Guest Certificate fee for each transaction; provided that the Member has timely renewed his/her RCI Points Subscribing Membership, the subscribing membership has not been terminated, and the Member has not directed RCI to terminate the Guest Pass. The Member may terminate a Guest Pass at any time. The Guest Pass fee is non-refundable. No substitution of the named guest on the Guest Pass will be permitted.

Guest Certificates may only be used by the individual(s) named on the certificate and their guests and may not be used by persons under the age of twenty-one (21). Guest Certificates are non-transferable, and may not be used for any commercial purpose, including auction, rental or sale. Their use is subject to any conditions, restrictions or limitations which may be imposed by the Host Resort.

Members are responsible for all acts and omissions of their guests and for any damage caused or expenses incurred by their guests.

RCI reserves the right, in its sole discretion (without refund or credit), to revoke a Confirmed Exchange or Guest Certificate, terminate or suspend the membership of the relevant Member, or deny access to any of the products or services offered in connection with membership in the event a Member or the Member's guests, or the holder of a Guest Certificate breach these Terms and Conditions.

16. **NETWORK PARTNER INVENTORY.** The Network Administrator anticipates the offering of Partner Inventory and may make such inventory available, at its sole discretion. Members of the Network may have the option to use a portion of their RCI Points® to book, among other things, airline reservations, rental cars, and hotel stays as may be made available by the Network Administrator from time to time and will be subject to additional terms and conditions and may differ in accessibility for individuals with disabilities provided by the respective Partner Inventory provider. Use year limits, blackout dates and points use maximums may apply. Each of these Transactions may require a combination of fees, cash paid and RCI Points used, and may be subject to applicable taxes.

17. REPRESENTATIONS/WARRANTIES/ACKNOWLEDGMENTS.

a. Authority. The Member and the persons signing the Network Participation Agreement for the Member have full power and authority and have been duly authorized, to enter into and perform or cause performance of the Member's obligations under the before-mentioned Network Participation Agreement. If applicable, the Member has obtained all necessary approvals of Member's owners, Board of Directors and lenders.

Each Member agrees that by signing the Network Participation Agreement, the Member represents and warrants to the Network Administrator that: (1) The Member has the legal right to use and assign the use of the Vacation Time and all other resort amenities to which the Member has access; (2) the Vacation Time has not been and will not during the term of the Member's participation be assigned, offered or made available to any third party outside the Network; (3) the physical accommodations in which the Member owns Vacation Time are in good and usable condition during the term of the Member's participation; and (4) all Vacation Time Expenses arising during the term of the Network Participation Agreement have been paid or will be paid by the Member when due.

b. Status. To the best of Member's knowledge, neither Member, Member's Guests, Member's owners (if Member is an entity), Member's officers, managers, directors or employees nor anyone else affiliated or associated with Member, whether by common ownership, by contract, or otherwise, has been designated as, or is, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of the Treasury's Office of Foreign Assets Control, or otherwise.

c. No Misrepresentations or Implied Covenants. All written information Member submits to the Network Administrator about the Member's Home Resort, Member, Member's owners, or the finances of any such person or entity, was or will be at the time delivered and when Member signs the Network Participation Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between the Network Administrator and Member except as expressly stated in these Terms and Conditions.

d. Reservations. Each Member acknowledges that options available to Members for Reservations and the procedures and conditions governing Reservations are set out in the various Network Documents, copies of which each Member has received. Such procedures and conditions are incorporated herein in their entirety. Each Member further acknowledges that his/her participation in the Network and use of Units at Affiliated Resorts and of Network Partner Inventory are subject to the Network Documents.

e. Network Documents. Each Member acknowledges that the Network Documents which govern each Member's use, occupancy and enjoyment of the Vacation Time may change from time to time in accordance with their terms.

f. RCI Subscribing Member. As an RCI Points Subscribing Member, each Member acknowledges that he/she has access to the Network External Exchange Program in accordance with the Network Documents. Each Member acknowledges that, such access, use, occupancy and enjoyment of Vacation Time in and through the External Exchange Program is also governed by the Terms and Conditions of RCI Weeks Subscribing Membership, which may change from time to time in accordance with its terms. Each Member acknowledges that such Member has received a copy of the foregoing terms and conditions prior to executing the Network Participation Agreement.

g. Units. Each Member acknowledges that, except for a confirmed Reservation during the Home Week Priority Period, the Unit for which a Member receives a confirmed Reservation may differ in unit size, design, furnishings, amenities, facilities and accessibility for individuals with disabilities from the Unit associated with such Member's Vacation Time. Each Member acknowledges that it is the sole responsibility of the owner, lessor, lessee or operator of any Affiliated Resort or the providers of Partner Inventory, and not the responsibility of the Network Administrator, to ensure its accommodations, facilities and amenities are accessible to and usable by individuals with disabilities.

18. **INDEMNIFICATIONS.** The Member will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all losses and expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at a resort, or involving personal injury or property damage, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of, the Member, any party associated or affiliated with the Member or any of the owners, officers, managers, directors, employees, agents or contractors of the Member or the Member's affiliates. The Member has no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision, not subject to further appeal, that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury.

The Member will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. The Member will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if the Member's insurer or the Member does not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in the Network Administrator's discretion, because of actual or potential conflicts of interest. Indemnitee has the right to retain counsel of its choosing. The Network Administrator must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on the Network Administrator, or could serve as a precedent for other matters.

19. ADMINISTRATION.

a. Records, Statements. The Network Administrator will maintain records of all Reservations, use and allocation of RCI Points®. The Network Administrator will make available to each Member a Points Statement, on a Use Year basis, which shall contain the activity of the Member for the prior Use Year.

b. Late Check-In. Unless a Member or guest informs the check-in desk at a particular resort or the applicable Partner Inventory provider that they anticipate checking in later than the arrival time designated within a confirmed Reservation, the arriving Member or guest risks forfeiture of such Reservation and the RCI Points used to make such Reservation, consistent with Section 13.

c. Applicable Limitations and Requirements. Various limitations exist for Affiliated Resorts and with respect to Partner Inventory (e.g., occupancy limitations, baggage limitations) and requirements related to Units at Affiliated Resorts or Partner Inventory provided with optional or mandatory All Inclusive Packages. Each Member and guest shall observe applicable occupancy limitations, and shall comply with any terms and conditions set forth by the respective Affiliated Resort and/or Partner Inventory provider.

d. Relationship Between the Network Administrator and Affiliated Resort.

i. The Network, the Affiliated Resorts and the providers of Partner Inventory are separate and distinct entities and the services provided by the Network are separate and distinct from the products or services that are sold by or on behalf of the Affiliated Resort or Partner Inventory provider. While the Network Administrator may have entered into a Network Affiliation Agreement with a Home Resort or Home Group or an agreement with a Partner Inventory provider, the Network Administrator does not have the ability to control the operations or the access to facilities (including access for individuals with disabilities) of the Home Resort or Home Group or the Partner Inventory provider. Thus, the Network Administrator is not responsible or liable for the actions or omissions of Affiliated Resorts or of

Partner Inventory providers.

- ii. Each Affiliated Resort is a party to an agreement with the Network Administrator. These Terms and Conditions are separate and distinct from the Network Administrator's agreement with the Affiliated Resort.
- iii. The Network Administrator and the Affiliated Resort, developer, marketer or seller of Vacation Time are separate and distinct entities, and the Network and the products or services that are sold by or on behalf of the Affiliated Resort, including but not limited to Vacation Time, are also separate and distinct. Neither the Network Administrator nor the Network Depository own, develop, market or sell Vacation Time, nor are either one engaged in a joint venture, partnership or agency relationship with the Affiliated Resort, developer, marketer or seller of Vacation Time. Further, these Terms and Conditions are separate and distinct from each Member's agreement with the Affiliated Resort, developer, marketer or seller of Vacation Time.
- iv. If the Affiliated Resort fails to perform the obligations in its agreement with the Network Administrator, or if that agreement ends for any reason, the resort may lose its Affiliated Resort status. The Network Administrator may, at its option, continue to honor existing memberships for the remainder of their term despite loss of the Affiliated Resort of its status as an Affiliated Resort. The Network Administrator may, at its option, also cancel existing Vacation Time or the relevant RCI Points® following the loss by the resort of its status as an Affiliated Resort.
- v. Each Member's decision to purchase Vacation Ownership should be based primarily upon the benefits to be gained from the ownership, use and enjoyment of such Member's Vacation Time at the Affiliated Resort and not upon the anticipated benefits of the Network. The Affiliated Resort at which a Member purchases Vacation Ownership is solely responsible for its financial viability and the quality of its accommodations, facilities, amenities, management and services, and compliance with all laws, rules and regulations, including, but not limited to, ensuring its accommodations, facilities and amenities are readily accessible to and usable by individuals with disabilities. Each Member acknowledges that the Network Administrator is not the owner, lessor, lessee or operator of any Affiliated Resort or Partner Inventory.
- e. Information on Affiliated Resorts and Partner Inventory. Information about Affiliated Resorts and Partner Inventory provided by the Network is based on information obtained from Affiliated Resorts and Partner Inventory providers. While the Network Administrator will make reasonable efforts to ensure that information provided by the Network to the Members is accurate and complete as of the date such information is published by the Network, the Network Administrator expressly disclaims any liability for inaccurate, incomplete or misleading information and has no obligation to update such information concerning any Affiliated Resort or Partner Inventory provider.
- f. Cancellation by Network Administrator. Reservations may be cancelled by the Network Administrator with respect to any resort which ceases to be an Affiliated Resort or any Points Partner which ceases to offer Partner Inventory in this program. Upon any such cancellation, the applicable RCI Points will be returned to the Member. The Network Administrator may also cancel a Reservation due to an Event of Force Majeure (as defined in Section 27) which renders the Unit or Unit of Partner Inventory uninhabitable or unusable. Upon any such cancellation, the Member will not receive a refund of RCI Points used for that Reservation. In addition, the Network Administrator may cancel a Reservation following the suspension or termination of a Member's membership in the Network. Upon any such cancellation, the Member will not receive a refund of RCI Points used for that Reservation.
- g. Withdrawal of Benefits. The Network Administrator may withdraw benefits, including Vacation Time at Affiliated Resorts and Units of Partner Inventory, or suspend or terminate the affiliation of Home Resorts or Home Groups with the Network in accordance with the following:
 - i. In the event an Affiliated Resort is not operated in a commercial or reasonable manner that enables it to meet its obligations or is otherwise not in compliance with the rules, regulations, policies and procedures of the Network or if there is a termination of the Network Affiliation Agreement;
 - ii. In the event a resort is destroyed or condemned or otherwise not suitable for use, the resort may be withdrawn from the Network;
 - iii. In the event the legal existence of the property regime at the resort is terminated, then the Affiliated Resort may be withdrawn;
 - iv. In the event that the Network Affiliation Agreement is terminated or expires, or the Affiliated Resort is otherwise terminated from its relationship with the Network, the Affiliated Resort will no longer be considered an Affiliated Resort. In such event, the Network Administrator shall use commercially reasonable efforts to seek to make available alternative accommodations for Members whose confirmed Reservations are cancelled; provided, the Network Administrator has no obligation to reimburse a Member for any cost or expenses or to otherwise satisfy specific requests;
 - v. In the event that the agreement between the Partner Inventory provider and the Network either expires or is terminated; or
 - vi. In the event that the Network Administrator terminates the operation of the Network.
- h. Re-Enrollment. If the Member's membership in the Network terminates or is terminated by the Network Administrator for any reason, and the Member desires re-enrollment in the Network, the Member may be required to execute a new Network Participation Agreement and pay all applicable fees that may be required by Network Administrator. The Member's re-enrollment is subject to the Network Administrator's right to refuse any Network Participation Agreement and the payment of the applicable fees thereto. A re-enrollment fee will be payable.
- i. Non-Commercial Use. Use of the Network and/or RCI Points® by a guest or a Member may not be for commercial purposes, including through auction, rental or sale.
- j. Failure to Pay. Network Dues for a Use Year shall be paid annually on or before the date specified in the Participation Agreement. If such dues are not paid within thirty (30) days after the date specified in the Participation Agreement, Network Dues shall accrue interest at 1-1/2% per month (18% per annum) or the maximum permitted by law, whichever is less, and a late fee in the amount of \$10.00 USD will be added to the amount of delinquent dues and interest. Member or guest Transactions fees and other fees are due and payable at the time the Transaction occurs and the Network Administrator may void any Transaction where payment is refused or returned. Failure to pay may lead to termination of membership.
- k. Responsible Use, Additional Fees, Damages. Accommodations into which Members and guests have exchanged, or to which Members and guests otherwise have access shall be used in a responsible, careful and secure manner and in accordance with the rules and regulations of the Affiliated Resort or accommodating party. Members and guests are solely responsible for payment of all applicable taxes, personal expenses, utility charges, security deposits, All Inclusive Package fees and other fees or charges levied with respect to Vacation Time at an Affiliated Resort or a Unit of Partner Inventory. Members are solely responsible for any damages, theft or loss and/or expenses incurred or caused by themselves or their guests.
- l. Monitoring. Communications to and from representatives of the Network may be monitored and/or recorded for training, quality control purposes and other lawful purposes.
- m. Additional Products, Services. The Member acknowledges that the Network Administrator or its affiliates may on occasion offer products or services through solicitations via mail, email, telephone (including automated dialing equipment and artificial and prerecorded messages), facsimile machine and other medium. The Member hereby consents and expressly requests to receive such solicitations and advertisements from the Network Administrator and its affiliates, at the telephone and facsimile number(s), and mailing and email address(es) provided by the Member to the Network Administrator. The Member acknowledges that such consent and request to receive solicitations continues, whether or not the Network Participation Agreement is terminated or expires, for the maximum period of time permitted by law or until the Member expressly withdraws such consent and request.
- n. Release of Information. The Member authorizes:
 - i. the Affiliated Resort or other applicable entity to release to the Network Administrator any information the Network Administrator requests related to such Member's payment or failure to pay Vacation Time Expenses;
 - ii. the Network Administrator to release information with respect to such Member's use of RCI Points allocated to Member's account to the Affiliated Resort(s) at which such Member owns Vacation Time. Additionally, the Member authorizes the Network Administrator to release information relating to the Member and Member's ownership of Vacation Time to any Affiliated Resort or Accommodation Provider at which Member makes a Reservation of Vacation Time. The Member acknowledges that such authorization continues, whether or not the Member's subscribing membership is terminated or expires, for the maximum period of time permitted by law or until the Member expressly withdraws such authorization.
- o. Outstanding Vacation Time Expenses. The Member acknowledges that if such Member fails to pay Vacation Time Expenses, the Network Administrator may in its sole discretion pay some or all of the outstanding Vacation Time Expenses and may treat the amount of Vacation Time Expenses paid by the Network Administrator as such Member's Network Dues which have not been paid.

20. MEMBER SUSPENSION AND TERMINATION.

- a. The Network Administrator may (without refund or credit) revoke a confirmed Reservation, suspend or terminate a membership or a particular Network Participation Agreement, or deny access to any of the products or services offered in connection with a membership upon the occurrence of any of the following:
 - i. Breaches of any provision of these Terms and Conditions or any other Network Document by the Member;
 - ii. Failure to pay any fees due and owing respecting the Network or any Affiliated Resort, including homeowner association fee(s) and assessment(s) at such resort by the Member;
 - iii. Failure to remain current in the payment of any purchase money obligations respecting Vacation Time Deposited by that Member;
 - iv. Misuse, as determined at the Network Administrator's sole discretion, of a Reservation by the Member or its guest; or
 - v. Failure of the Member's Home Resort or the Affiliated Resort associated with the Member's Deposited Vacation Time to remain in good standing with the Network.
 - b. Suspension. If the Member is suspended, the Member may not avail him or herself of the benefits of the Network, inclusive of the following:
 - i. The Member may not obtain Reservations;
 - ii. The Network Administrator may cancel confirmed Reservations and remove the Member from any wait lists; and
 - iii. The Member may not be allocated RCI Points for a respective Use Year during suspension.
- The suspension of use of RCI Points shall neither release a Member nor his/her Vacation Time from the Network Participation Agreement.
- c. Termination. In addition to the above, the Network Administrator may terminate a membership or a particular Network Participation Agreement upon the occurrence of any of the following:
 - i. Termination or expiration of all of the Member's outstanding Network Participation Agreements;
 - ii. Following suspension if the Member fails to cure the reasons for such suspension within such time as determined by the Network Administrator;
 - iii. In the event that the Network terminates, all memberships shall terminate;
 - iv. If the Affiliated Resort at which the Member Deposited his/her Vacation Time is no longer an Affiliated Resort;
 - v. If required to do so by any local, state or federal governmental entity (or its equivalent if a foreign country) and/or by any laws, rules or regulations that may apply; or
 - vi. for any other reason in the sole discretion of the Network Administrator.

Notwithstanding the termination of the Member, all fees and other amounts owing to the Network Administrator by such Member shall be immediately due and payable to the Network Administrator. Upon termination, use rights associated with the Vacation Time will remain subject to the assignment to the Network pursuant to the terms of the relevant Network Participation Agreement, unless released by the Network

Administrator.

If the Member or his/her guest fails to comply with these Terms and Conditions or fails to pay any sums owed to the Network Administrator, any Affiliated Resort, accommodating party, RCI Travel or any other entity affiliated with the Network Administrator, or causes property damage to any Affiliated Resort or accommodating party, all outstanding confirmations or Guest Certificate may be revoked, and the Member's membership may be suspended or terminated, or access may be denied to any of the products or services offered by the Network Administrator without further obligation. In the event of a suspension based upon non-payment, the Member's exchange privileges will remain suspended until all sums that are owed are paid. In the event of termination, an initiation fee will be required to re-activate the membership. In addition, the Network Administrator may cancel a subscribing membership if required to do so by any local, state or federal governmental entity (or its equivalent if a foreign country) and/or by any laws, rules or regulations that may apply. Furthermore, the Network Administrator may cancel a subscribing membership for any other reason in its sole discretion. In the event the Network Administrator terminates the RCI Points Exchange Program, then, upon such termination, all memberships shall terminate and there will be a pro-rata refund of any prepaid Network Dues.

21. WITHDRAWING, TRANSFERRING OR RENEWING A MEMBERSHIP.

- a. Withdrawals. If a Member wishes to withdraw and terminate participation in the Network, he or she may do so and may be entitled to a prorata refund. Please contact an RCI Guide for withdrawal procedures. Annual dues may be prorated based on the application of the price of a single year membership to each year, or portion of a year, of membership used. The basis for the prorated calculation will be one-twelfth (1/12) the cost of a single year membership at the time of cancellation ("Cancellation Rate"), even if a multi-year membership was purchased. The amount of the refund will be calculated by multiplying the Cancellation Rate by the number of months of membership used, and then deducting that amount from the actual amount paid for the membership. The difference, if any, will be refunded to the party who made the payment. For the purposes of this calculation, a membership is used if it is in effect.
- b. Transfers. If a Member sells or otherwise transfers his/her Vacation Ownership, the Member may also transfer the remainder of the existing term of his/her RCI Points Subscribing Membership to the transferee, subject to the approval of the Network Administrator. The Member must submit the properly executed membership transfer application, pertinent ownership information, and the applicable membership transfer fees to the Network Administrator. The Network Administrator reserves the right to refuse to accept any membership transfer application and applicable fees. If the Member conveys his/her Vacation Ownership, the transferee will acquire any Vacation Time subject to any outstanding Reservations which exist in respect to the original Member's Vacation Time.
- c. Renewals. When enrolled in Automatic Renewal Billing, Network Dues are automatically invoiced or charged to the Member's credit card at the applicable rate at membership expiration. The Network Administrator will provide the Member with at least seven (7) days prior written or electronic notice of upcoming renewal, and unless directed otherwise, then renews membership for an additional term equal to three (3) years, so long as the Member is otherwise eligible for membership. Payment of the Network Dues constitutes acceptance of a new membership term equal to three (3) years. Failure to pay membership for a renewal term may result in termination of membership and may require additional payment to reinstate membership.

22. LIMITATION OF LIABILITY. The Network's liability, including the liability of the Network Administrator, to a Member or guest for any loss, injury or damage resulting from their use of or inability to use the Network or any non-Network related programs and services offered in connection with the Network shall be limited to the fees paid to the Network Administrator, if any, for the relevant use. In no case shall the Network or the Network Administrator be liable for special, consequential, incidental or indirect damages. Non-Network related programs and services, including but not limited to Partner Inventory and all Inclusive Packages, offered through the Network Administrator or by third parties with permission of the Network Administrator, are subject to separate terms and conditions and may be changed, eliminated or added to without prior notice to Members. The Network Administrator shall not be responsible for the acts or omissions and/or representations (whether oral or written) of any third parties (including but not limited to Affiliated Resorts and Points Partners). This limitation applies regardless of the form of action whether in contract, tort or otherwise. This limitation of liability shall also apply to the Network Administrator and all affiliated companies, successors, assigns and agents of the Network Administrator, including but not limited to Wyndham Worldwide Corporation and Wyndham Worldwide Finance Holding Corporation.

23. RIGHTS OF NETWORK ADMINISTRATOR. The Network Administrator may waive or modify the application of any requirement, including Transaction fees, otherwise existing in the Network Documents at its sole discretion. When a Member uses his/her RCI Points™ to make a Reservation of Partner Inventory, those RCI Points are assigned to the Network Administrator for its use in promoting and operating the Network. The Network Administrator may use those RCI Points to make a Reservation of Vacation Time, to make those RCI Points available for Participants, or may otherwise use or dispose of those RCI Points at its sole discretion. Based upon anticipated demand, the Network Administrator may exchange Vacation Time in the Network Depository for Vacation Time in the External Exchange Program. Further, the Network Administrator may, at any time, dispose of Vacation Time it reasonably determines will likely go unused, Vacation Time that is not the subject of a Reservation ninety (90) days prior to the start date of that Vacation Time and Vacation Time acquired by the Network Administrator. The Network Administrator may, in its sole discretion, permit an Affiliated Resort to make a Reservation or Deposit and provide the Reservation or Deposit to a Member. Finally, the Network Administrator may, in its sole discretion, accept or reject any Network Participation Agreement.

24. ASSIGNMENT OF RIGHTS.

- a. Rights/Obligations. During the period in which a Member is enrolled as a Member of the Network, the Member hereby assigns all rights in respect to the Vacation Time identified to the Network Administrator for use and enjoyment of the Network Administrator, the Network Depository and the Members within the RCI Points Network in accordance with the Network Documents. Each Member shall retain title to the Vacation Ownership, subject to such assignment. All Vacation Time Expenses shall remain the applicable Member's obligation, and are not assigned or delegated to or assumed by the Network Administrator and the applicable Member remains responsible for the payment of all Vacation Time Expenses.
- b. Network Documents. The purpose of the assignment is to grant to the Network Administrator all rights of use, enjoyment and occupancy as relate to the Vacation Time during the period in which a Member is enrolled as a Member of the Network. Members shall have such rights to use the Vacation Time as set forth in the Network Documents. Members shall not disturb the rights of the Network Administrator, the Network Depository, or any Member to use, enjoy, occupy and otherwise perform their respective rights, privileges and duties in respect to the Vacation Time, or disturb the rights of the Network Administrator, the Network Depository or any Member in respect to use and enjoyment of the assigned rights. Each Member's rights of use, occupancy and enjoyment of the Vacation Time during the period in which a Member is enrolled as a Member of the Network shall be as set forth in and are subject to the Network Documents. Each Member acknowledges that those documents may be changed from time to time in accordance with their terms. The Network Administrator hereby subordinates the rights assigned to the Network Administrator to any first mortgage and to each Member's Home Resort Owners' Association assessment lien.
- c. Assignment of Deposited Vacation Time. By depositing Vacation Time in the Network Depository, the Member relinquishes all rights to the use of that Vacation Time and agrees that such Deposited Vacation Time may be used by the Network Administrator to conduct exchanges, inspection visits, rentals, promotions sale, marketing and for other purposes at the Network Administrator's sole discretion, including use in other exchange or accommodation programs. The Network Administrator reserves the right to assign a Member's Deposited Vacation Time to others, whether or not the Member has made a Reservation. A Member retains title to the Deposited Vacation Time. All Vacation Time Expenses are not assigned or delegated to or assumed by the Network Administrator. A Member shall not disturb the rights of the Network Administrator, the Network Depository or any Member to use, enjoy, occupy and otherwise perform their respective rights, privileges and duties in respect to the Deposited Vacation Time.

25. NETWORK INTEGRITY. In addition to all other rights provided to the Network Administrator in the Network Documents, the Network Administrator shall have the right to take such actions, as determined by the Network Administrator in its discretion, to ensure the continuing integrity of the Network. Such actions may include, but not be limited to, restricting Members' ability to access Partner Inventory, restricting the timing or amount of RCI Points that may be saved, borrowed, transferred or rented, and adjusting the RCI Point value of Vacation Time and of Units of Partner Inventory.

26. AMENDMENT. The Network Administrator may amend these Terms and Conditions at any time in its sole discretion. Notice of any amendment affecting Members may be delivered by the Network Administrator to each Member at the last known mailing address as set forth in the records of the Network. Alternatively, notice of amendments may be made by newsletter, publication, mailings or, when applicable, by email or otherwise in accordance with Section 28(c). An amendment to any Network Documents will be effective on publication or mailing.

27. FORCE MAJEURE. If the Network Administrator should be prevented, hindered or delayed in the performance of any of its obligations set forth in the Network Documents, including, but not limited to, providing lodging accommodations, due to an Event of Force Majeure (as defined below), then the Network Administrator shall be excused from further performance upon notice to the affected Member stating the reason for such nonperformance, without obligation to refund or return any amounts paid by the affected Member prior to such notice.

The term "Event of Force Majeure" as used herein, shall mean and refer to: (i) an act of God or public enemy, fire, explosion, perils of the sea, lightning, earthquake, storm, flood, declared or undeclared war, revolution, insurrection, riot, act of piracy, act of terrorism, sabotage, blockade, embargo, accident, epidemic or quarantine; (ii) action by a governmental authority which prevents or delays performance of the Network Administrator's obligations hereunder; (iii) a strike, lockout or other labor unrest resulting from any cause and whether or not the demands of the employees involved are reasonable or within the Network Administrator's power to concede; or (iv) any other cause or circumstance beyond RCI's control.

Notwithstanding the Network Administrator's inability to perform any of its obligations set forth in the Network Documents, the Member's obligations set forth in the Network Documents shall continue.

28. LEGAL MATTERS.

a. Partial Invalidity. If all or any part of a provision of these Terms and Conditions violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of these Terms and Conditions is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Terms and Conditions shall not be affected. However, if in the Network Administrator's judgment, the invalidity or ineffectiveness of such provision or part substantially impairs the value of these Terms and Conditions to the Network Administrator, then the Network Administrator may at any time terminate Member's membership by written or electronic notice to Member without penalty or compensation owed by either party.

b. Waivers, Modifications and Approvals. All modifications, waivers, approvals and consents of or under these Terms and Conditions by the Network Administrator must be in writing and signed by the Network Administrator's authorized representative to be effective. The Network Administrator's silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. If the Network Administrator allows any Member to deviate from these Terms and Conditions, as confirmed in writing, the Network Administrator may insist on

strict compliance by that Member at any time after written or electronic notice.

- c. Notices. Notices will be effective if in writing and delivered: (i) by facsimile transmission; (ii) by delivery service, with proof of delivery; or (iii) by first class, prepaid certified or registered mail, return receipt requested, to the appropriate party at the addresses for the Network Administrator and Member set forth on the Network Participation Agreement or as they may otherwise designate by notice. Additionally, the Network Administrator may notify Member by such other means as to result in actual or constructive receipt, including, without limitation, publication of any notices in RCI's Endless Vacation® magazine or the RCI Directory of Affiliated Resorts or at www.rci.com. The parties may also communicate via electronic mail between addresses to be established by notice of the electronic email address. Member consents to receive electronic mail from the Network Administrator. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.
- d. Miscellaneous. These Terms and Conditions are exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between The Network Administrator and anyone else is for Member's benefit. The section headings in these Terms and Conditions are for convenience of reference only.

29. CHOICE OF LAW; VENUE; DISPUTE RESOLUTION.

- a. Governing Law. These Terms and Conditions and the Network will be governed by and construed under the laws of the State of New Jersey, except for its conflicts of law principles.
- b. Jurisdiction. Member consents and waives Member's objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under these Terms and Conditions or between the Network Administrator and Member, unless RCI determines in its sole discretion that, because of the injunctive or other equitable relief sought by it, the action should be brought in a jurisdiction in which a Resort is located.
- c. Waiver. **WAIVER OF JURY TRIAL. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THESE TERMS AND CONDITIONS OR THE RELATIONSHIP BETWEEN ANY INDEMNITEE, ANY POINTS PARTNER, ANY MEMBER, ANY PARTICIPANT, ANY GUEST OF A MEMBER, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**
- d. Legal Fees. If any legal action is initiated by a Member or guest or by the Network pertaining, directly or indirectly, to these Terms and

Conditions or the Network in general, and the Network prevails, that Member or guest shall, without limitation, pay all costs incurred by the Network in defending such action, including reasonable attorneys' fees, paralegal fees and court costs.

- e. **Special Acknowledgments. Member acknowledges the following statements to be true and correct as of the date Member signs the Network Participation Agreement, and to be binding on Member.**
- i. **No Representation. Neither the Network Administrator nor any person acting on behalf of the Network Administrator has made any oral or written representation or promise to Member on which Member is relying to execute the Network Participation Agreement that is not written in these Terms and Conditions. Member releases any claim against the Network Administrator or the Network Administrator's agents based on any oral or written representation or promise not stated in these Terms and Conditions.**
- ii. Entire Agreement. These Terms and Conditions constitute the entire agreement between the parties hereto with respect to the subject matter set forth herein and supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter.

30. TRADEMARKS.

ENDLESS VACATION, RESORT CONDOMINIUMS INTERNATIONAL, RCI, RCI and design, RCI Points and Wyndham Worldwide are trademarks that may not be used without the prior written permission of the respective owners of such trademarks. Other brand names may be trademarks of their respective owners.