

Terms & Conditions

of RCI Weeks Subscribing Membership

1. Introduction

These Terms and Conditions of RCI Weeks Subscribing Membership ("Terms and Conditions") set forth the legally binding contract between Resort Condominiums International, LLC ("RCI" or "we") and each person who participates in and/or uses subscribing membership benefits, including the RCI Weeks Exchange Program, or has the legal right to own, occupy or use accommodations ("Vacation Ownership") in a resort, vacation club or vacation plan which has affiliated with the RCI Weeks Exchange Program (an "Affiliated Resort") and who is accepted as a subscribing member in the RCI Weeks Exchange Program ("Members" or "you"). Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them as set forth in the Disclosure Guide to RCI Weeks.

2. The RCI Weeks Exchange Program

RCI will allow participation in its program of facilitating the exchange of Vacation Ownership (the "RCI Weeks Exchange Program") to all Members who comply with these Terms and Conditions. RCI from time to time will provide to such Members RCI's *ENDLESS VACATION*[®] magazine. Additionally, RCI will make available, in its sole discretion, the *RCI COMMUNITY GUIDE* (or variations thereof) and Supplements thereto ("ENDLESS VACATION publications"), special offers and our website located at www.rci.com. RCI is only responsible for written representations that it makes concerning RCI and the RCI Weeks Exchange Program, and is not responsible for any representations made by any other person or entity. The obligations of RCI under these Terms and Conditions can be performed only by RCI, its authorized representative(s) or its designated licensee(s).

3. Applying for Membership

(a) To become a Member, an enrollment application and the applicable initiation and subscription fees must be submitted to RCI by you or on your behalf and accepted by RCI. RCI reserves the right to refuse any application and the applicable fees.

(b) RCI will waive the initiation fee if your application, pertinent ownership information and the applicable subscription fee are submitted to RCI when you purchase Vacation Ownership.

(c) Membership must be in the name of an individual(s) who owns Vacation Ownership. If a corporation, partnership, trust or other entity hold Vacation Ownership, an enrollment application must be completed on behalf of the owner in the individual name of an officer, partner or trustee, and RCI shall be entitled to treat such individual as the Member for all purposes.

(d) Up to two co-owners of Vacation Ownership who reside at the same address may apply for a single membership. If more than two co-owners are listed as owning the Vacation Ownership or if co-owners do not reside at the same address, such co-owners, if they wish to become Members, must apply for separate memberships. RCI may honor instructions from any person listed as a co-owner of Vacation Ownership on a membership and, in the event of conflicting instructions, RCI may refuse to honor the later instruction received.

4. Renewing or Transferring a Membership

(a) Continuing membership is conditioned upon the payment of the applicable subscription fee for the following year. You may renew or extend your membership at any time by forwarding to RCI the applicable subscription fee, which is

refundable on a prorated basis. However, if you fail to submit the applicable subscription fee within ninety (90) days following the expiration of your membership, we reserve the right to charge you the initiation fee in addition to the applicable subscription fee. The payment of these fees is a condition of renewal or reactivation of your membership, and RCI reserves the right at any time to refuse to accept these fees and to refuse to renew or reactivate any membership. You may cancel your membership by notifying RCI by telephone or in writing.

(b) If you sell or otherwise transfer your Vacation Ownership, you may transfer your RCI Weeks Subscribing Membership to the purchaser or transferee of your Vacation Ownership by submitting to RCI a properly executed membership transfer application, pertinent ownership information, and the applicable membership transfer fees. RCI reserves the right to refuse to accept any membership transfer application.

5. Relationship Between RCI and the Affiliated Resort or Accommodating Party

(a) The Affiliated Resort is a party to an agreement with RCI enabling the Affiliated Resort to submit enrollment applications to RCI on behalf of purchasers of Vacation Ownership at the Affiliated Resort. These Terms and Conditions are separate and distinct from RCI's agreement with the Affiliated Resort or accommodating party. For purposes of these Terms and Conditions, the term "accommodating party" shall mean a provider of accommodations or services other than Affiliated Resorts.

(b) RCI and the Affiliated Resort, developer, marketer, seller of Vacation Ownership or accommodating party are separate and distinct entities, and RCI's service (The RCI Weeks Exchange Program) is separate and distinct from the products or services that are sold by or on behalf of the Affiliated Resort or accommodating party, including but not limited to Vacation Ownership. RCI neither owns, develops, markets or sells Vacation Ownership nor is it engaged in a joint venture, partnership or agency relationship with the Affiliated Resort, developer, marketer, seller of Vacation Ownership or accommodating party. Further, these Terms and Conditions are separate and distinct from your agreement with the Affiliated Resort, developer, marketer, seller of Vacation Ownership or accommodating party.

(c) If the Affiliated Resort fails to perform the obligations in its agreement with RCI, or if that agreement ends for any reason, the Affiliated Resort may lose its Affiliated Resort status and RCI may suspend or terminate the rights of existing Members who own Vacation Ownership at that resort to participate in the RCI Weeks Exchange Program. Persons who own Vacation Ownership only at such a resort and whose rights to participate in the RCI Weeks Exchange Program are suspended or who allow their membership to expire may not be permitted to renew or reactivate their membership. If any Affiliated Resort or other accommodating party fails to perform the obligations in its agreement with RCI, or if that agreement ends for any reason, RCI may suspend or terminate any benefits or services offered by such Affiliated Resort or accommodating party, including Vacation Time at such Affiliated Resort.

(d) Your decision to purchase Vacation Ownership should be based primarily upon the benefits to be gained from the ownership, use and enjoyment of your Vacation Ownership at the Affiliated Resort and not upon the anticipated benefits of the RCI Weeks Exchange Program. The Affiliated Resort at

which you purchase your 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. In addition, any accommodating party 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 and usable by individuals with disabilities. You acknowledge that RCI is not the owner, lessor, lessee or operator of any Affiliated Resort or other accommodating party.

(e) Information about Affiliated Resorts and/or accommodating parties provided by RCI is based on information obtained from Affiliated Resorts or accommodating parties, and RCI makes reasonable efforts to ensure that Affiliated Resort and accommodating party information provided by RCI is accurate and complete as of the date such Affiliated Resort and/or accommodating party information is published by RCI. However, RCI expressly disclaims liability for inaccurate, incomplete or misleading information concerning any Affiliated Resort or accommodating party.

6. Depositing Vacation Ownership and Requesting an Exchange

(a) To participate in the RCI Weeks Exchange Program, you must be a current Member with your subscription fee paid through the later of: (1) the final date of Vacation Ownership to be deposited or (2) the final date of the exchange requested.

(b) By depositing Vacation Ownership with RCI, you represent and warrant to RCI that: (1) you have or will have the legal right to use or assign the use of the deposited Vacation Ownership and all other resort amenities to which you have access; (2) the deposited Vacation Ownership has not been and will not be assigned, offered or made available to any third party; (3) the physical accommodations in which you own Vacation Ownership are in good and usable condition; (4) all maintenance fee assessments, taxes and other similar charges applicable to that Vacation Ownership have been paid or will be paid when due according to the guidelines established by your Home Resort, Home Resort Group or vacation club.

(c) By depositing Vacation Ownership with RCI, you relinquish all rights to use that Vacation Ownership and agree that such deposited Vacation Ownership may be used by RCI to conduct exchanges, inspection visits, promotions, rentals and for other purposes at RCI's discretion.

(d) For each exchange requested by a Member, an exchange fee is required by RCI prior to processing and confirming each Exchange Request. If RCI is unable to confirm an exchange within nine (9) months of the Exchange Request, RCI will offer to refund the exchange fee. If RCI continues the Exchange Request after a refund has been made, RCI will collect another exchange fee at time of Confirmation. RCI Weeks Members may extend each deposit in increments of an additional three or six months, up to and including a maximum deposit extension of one year. A fee is required for each deposit extension.

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(e) Members may participate in the Auto-Deposit Program by enrolling with RCI online at www.rci.com, provided your Home Resort participates in this program. Upon enrollment, the Vacation Time selected will be automatically deposited a number of months predetermined by your Home Resort in advance of the start date of your week. Notification from RCI will be sent to you thirty (30) days prior to the date at which your Vacation Time will be automatically deposited. Once deposited, your Vacation Time will be placed in a protected pool of inventory for thirty (30) days. While in this pool, the Vacation Time is not available for exchange by another Member. Vacation Time which has been automatically deposited will not be accepted if a Member has not paid maintenance fees or assessments to the Home Resort. You may cancel your enrollment in the Auto-Deposit Program at any time before your Vacation Time is automatically deposited.

(f) Options available to RCI Weeks Members for the exchange of Vacation Ownership, and the procedures and conditions governing such options are set out in various *ENDLESS VACATION* publications and other materials RCI may provide. Such procedures and conditions are incorporated herein in their entirety. Deposits and Exchange Requests are accepted subject to your compliance with these procedures and conditions.

(g) Our ability to confirm an Exchange Request is dependent upon the availability of Vacation Ownership deposited with RCI or as provided by the accommodating parties. Therefore, we cannot guarantee specific qualified resort choices, dates of travel, or types or sizes of accommodations.

(h) Confirmations are valid only if issued by RCI or a party authorized by RCI. Upon receipt, please check all the details in the Confirmation and notify us immediately if anything is incorrect, as changes to any aspect of the Confirmation may be treated as a cancellation.

(i) RCI will apply any reasonable restrictions on Exchanges required by Affiliated Resorts and/or accommodating parties. These restrictions may include, but are not limited to, a prohibition on Members and their guests from exchanging into the same resort more than once in a specified period, a prohibition on exchanges from or to other resorts located in the same geographic area and minimum age requirements.

7. Use of Accommodations

(a) You acknowledge that accommodations at an Affiliated Resort and/or at an accommodating party into which you exchange may differ in unit size, design, furnishings, amenities, facilities and accessibility for individuals with disabilities from the accommodations of your Vacation Ownership. You acknowledge that it is the sole responsibility of the owner, lessor, lessee or operator of any Affiliated Resort or other accommodating party, and not the responsibility of RCI, to ensure its accommodations, facilities and amenities are accessible to and usable by individuals with disabilities.

(b) The total number of people occupying the exchange accommodations must not exceed the Maximum Occupancy of the unit set forth in the Confirmation or Guest Certificate; otherwise, access may be refused or an additional charge may be levied.

(c) You are responsible for payment of any applicable taxes, port charges, gratuities, personal expenses, utility charges, security deposits and other fees or charges levied by an Affiliated Resort and/or accommodating party for the use of amenities and facilities.

(d) You and your guests must occupy and use any accommodations into which you or your guests have exchanged in a responsible, careful and secure manner. You are responsible for any damage, theft or loss caused by you or your guests.

(e) Any complaints about the 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. If this does not produce a satisfactory result, you should contact the nearest RCI servicing office. In the event the Affiliated Resort or accommodating party does not resolve the matter, you should write to RCI's Customer Service department at P.O. Box 80229, Indianapolis, Indiana 46280-0229 giving full details of the complaint within thirty (30) days of your return. We reserve the right to refuse to consider any complaints made where this procedure has not been followed.

8. Members and Guests

(a) Neither Vacation Time deposited with RCI nor an Exchange Request nor a Confirmation may be used for any commercial purpose, including auction, rental or sale, or rental or sale of the time period unit which is represented by such Confirmation. A Confirmation may only be used by the Member who receives it from RCI unless that Member gives the Confirmation to a friend or family member by purchasing a Guest Certificate from RCI for the Guest Certificate fee current on the date of issue. Similarly, the only person who may request or receive a Confirmation or make an Exchange Request with respect to deposited Vacation Time shall be the Vacation Owner of such Vacation Time.

(b) 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 rental or sale. Their use is subject to any conditions, restrictions or limitations, which may be imposed by the Affiliated Resort or accommodating party.

(c) You are responsible for all acts and omissions of your guests and for any damages caused or expenses incurred by your guests.

(d) We will fully refund Guest Certificate fees when a Guest Certificate is canceled more than sixty (60) days prior to the beginning date of the Confirmation. We will not refund Guest Certificate fees when a Guest Certificate is canceled within sixty (60) days of the beginning date of the Confirmation.

(e) Guest Certificate rules may vary for exchanges into accommodations other than Vacation Ownership.

9. Cancellation

(a) If within twenty-four (24) months following the start date of the deposited Vacation Ownership, you have not accepted one of the alternative resort or other accommodation choices and/or Travel Dates offered by RCI, or if you have not requested an exchange through RCI, then you will lose all credit for that deposit and will not be eligible to receive an exchange for that deposit.

(b) We reserve the right (without refund or credit) to cancel a Confirmation, cancel an Exchange Request or otherwise deny the exchange privileges of any Member whose payment is rejected by the Member's bank or credit card company or who has not paid maintenance fee assessments or similar charges with respect to the Member's Vacation Ownership as established by the Member's Home Resort, Home Resort Group or vacation club.

(c) You may cancel a Confirmation by notifying RCI by telephone or in writing. Upon cancellation, the trading power of the Vacation Time deposited may be recalculated. RCI may refund all or a portion of the exchange fee according to the following guidelines:

(i) With respect to exchanges confirmed fifteen (15) or more days prior to the beginning date of the Confirmation, you will receive a full refund of exchange fees if cancellation occurs by the end of the next RCI business day following the date on which the exchange was confirmed by RCI. With respect to exchanges confirmed less than fifteen (15) days

prior to the beginning date of the Confirmation, no portion of the exchange fee will be refunded for any cancellation.

(ii) If the cancellation occurs after the next RCI business day following the date of the Confirmation, and more than sixty (60) days prior to the beginning date of the Confirmation, the then-current cancellation fee will be charged, and the balance of the exchange fee will be refunded.

(iii) For cancellations made after the next RCI business day following the date of Confirmation, and sixty (60) days or less prior to the beginning date of the Confirmation, no portion of the exchange fee will be refunded.

(iv) In most instances when cancellation occurs prior to the beginning date of a Confirmation, you may request another exchange without making an additional deposit. The then-current exchange fees and policies will apply.

(v) In the event that an Affiliated Resort or accommodating party becomes uninhabitable due to an Event of Force Majeure (as defined in Section 10(i) below), RCI is not liable for the resulting cancellations. The deposit used for this Confirmation is no longer eligible for another exchange. The exchange fee paid for this Confirmation will not be refunded and an additional exchange fee will be required to confirm another Exchange Request using a different deposit.

The above guidelines may not apply to special programs offered by or through RCI.

10. General

(a) **Telephone Communications.** Telephone conversations to and from RCI representatives may be tape recorded and/or monitored for training and quality control purposes.

(b) **Additional Products, Services.** Member acknowledges that RCI or its affiliates may on occasion offer products or services through solicitations and advertisements via mail, email, telephone (including automated dialing equipment and artificial and prerecorded messages), facsimile machine and other medium. Member hereby consents and expressly requests to receive such solicitations and advertisements from RCI and its affiliates, at the telephone and facsimile number(s), and mailing and email address(es) provided by Member to RCI. Member acknowledges that such consent and request to receive solicitations continues, whether or not the Member's subscribing membership in the RCI Weeks Exchange Program is terminated or expires, for the maximum period of time permitted by law or until Member expressly withdraws such consent and request.

(c) **Limitation of Liability.** RCI's liability to a Member or guest for any loss, injury or damage resulting from their use of or inability to use the RCI Weeks Exchange Program shall be limited to the fees paid to RCI for the relevant use. In no case shall RCI be liable for special, consequential, incidental or indirect damages. Non-RCI Weeks Exchange Program related programs and services offered through RCI or by third parties with permission of RCI, are subject to separate terms and conditions and may be changed, eliminated or added to without prior notice to Members. RCI 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). This limitation applies regardless of the form of action whether in contract, tort or otherwise. This limitation of liability shall also apply to RCI and all affiliated companies, successors, assigns and agents of RCI, including but not limited to Cendant Corporation and Cendant Finance Holding Corporation.

(d) Representations and Warranties

(i) **Authority.** Member and the persons signing the Enrollment Application for Member have full power and authority and have been duly authorized, to enter into and perform or cause performance of Member's obligations under these Terms and Conditions. If applicable, Member has obtained all necessary approvals of Member's owners, Board of Directors and lenders.

(ii) **Status.** To the best of Member's knowledge, neither Member, Member's owners (if Member is an entity), Member's officers, directors or employees or 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.

(iii) **No Misrepresentations or Implied Covenants.** All written information Member submits to RCI 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 Enrollment Application, 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 RCI and Member except as expressly stated in these Terms and Conditions.

(e) **Indemnifications.** 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 under any law, regulation or ruling by, or any act, error or omission (active or passive) of, Member, any party associated or affiliated with Member or any of the owners, officers, directors, employees, agents or contractors of Member or Member's affiliates. 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.

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

(f) **Amendment.** RCI may amend these Terms and Conditions at any time in its sole discretion. Notice of any amendment affecting Members may be delivered by RCI to each Member at the last known mailing address as set forth in the records of RCI. Alternatively, notice of amendments may be made by newsletter, publication, mailings or, when applicable, by email or otherwise in accordance with Section 10(j)(iii). An amendment to any RCI documents will be effective on publication or mailing.

(g) **Change of Terms and Conditions.** Exchange or non-exchange-related programs and services offered through RCI or by third parties with the permission of RCI, where applicable, shall be governed by these Terms and Conditions but may be subject to additional and/or separate terms and conditions and may be changed or eliminated without prior notice to you. Unless specifically stated to the contrary, where the context requires otherwise or where otherwise prohibited, these Terms and Conditions shall control. RCI accepts no responsibility for the acts or omissions of any third parties providing such programs or services directly to you.

(h) **Suspension/Termination.** If you or your guest fail to comply with these Terms and Conditions or fail to pay any sums owed to RCI, any Affiliated Resort, accommodating party, RCI Travel or any other entity affiliated with RCI, your Confirmation or Guest Certificate may be revoked, your membership may be suspended or terminated, or access may be denied to any of the products or services offered by RCI without further obligation. In the event of a suspension based upon non-payment, your 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 your membership. In addition, RCI 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, RCI may cancel a subscribing membership for any other reason in its sole discretion. In the event RCI terminates the RCI Weeks Exchange Program, then, upon such termination, all memberships shall terminate.

(i) **Force Majeure.** If RCI should be prevented, hindered or delayed in the performance of any obligation hereunder, including, but not limited to, providing lodging accommodations, due to an Event of Force Majeure (as defined below), then RCI shall be excused from further performance upon notice to the affected Member stating the reason for such nonperformance. 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 RCI's obligations hereunder; or (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 RCI's power to concede. Notwithstanding RCI's inability to perform any obligation hereunder, the Member's obligations hereunder shall continue.

(j) **Legal Matters**

(i) **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 RCI's judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of these Terms and Conditions to RCI, then RCI may at any time terminate Member's membership by written notice to Member without penalty or compensation owed by either party.

(ii) **Waivers, Modifications and Approvals.** If RCI allows Member to deviate from these Terms and Conditions, RCI may insist on strict compliance at any time after written notice. RCI's silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under these Terms and Conditions by RCI must be in writing and signed by RCI's authorized representative to be effective.

(iii) **Notices.** Notices will be effective if in writing and delivered (a) by facsimile transmission with confirmation original sent by first class mail, postage prepaid, (b) by delivery service, with proof of delivery, or (c) by first-class, prepaid certified or registered mail, return receipt requested, to the appropriate party at the addresses for RCI and Member set forth on the Enrollment Agreement or as they may otherwise designate by notice. Additionally, RCI 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*

Community Guide or at www.rci.com. The parties may also communicate via electronic mail between addresses to be established by notice. Member consents to receive electronic mail from RCI. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

(iv) **Miscellaneous.** These Terms and Conditions are exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between RCI and anyone else is for Member's benefit. The section headings in these Terms and Conditions are for convenience of reference only.

(k) **Choice of Law; Venue; Dispute Resolution**

(i) **Governing Law.** These Terms and Conditions and the RCI Weeks Exchange Program will be governed by and construed under the laws of the State of New Jersey, except for its conflicts of law principles.

(ii) **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 RCI and Member.

(iii) **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 MEMBER, ANY GUEST OF A MEMBER, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**

(iv) **Legal Fees.** If any legal action is initiated by a Member or guest or by RCI pertaining, directly or indirectly, to these Terms and Conditions or RCI in general, and RCI prevails, that Member or guest shall, without limitation, pay all costs incurred by RCI in defending such action, including reasonable attorneys' fees, paralegal fees and court costs.

(v) **Special Acknowledgments. Member acknowledges the following statements to be true and correct as of the date Member signs the Enrollment Application, and to be binding on Member.**

(A) **No Representation. Neither RCI nor any person acting on RCI's behalf has made any oral or written representation or promise to Member on which Member is relying to execute the Enrollment Application that is not written in these Terms and Conditions. Member releases any claim against RCI or RCI's agents based on any oral or written representation or promise not stated in these Terms and Conditions.**

(B) **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.

(l) **Trademarks. ENDLESS VACATION, RESORT CONDOMINIUMS INTERNATIONAL, RCI, and RCI and design are trademarks that may not be used without the prior written permission of RCI. Other brand names may be trademarks of their respective owners.**