WEBSITE TERMS AND CONDITIONS

What You Should Know

Welcome to the RCI.COM site (the "Web Site") which is operated by or for and on behalf of RCI Asia Pacific Pte Ltd, RCI LLC and its relevant related corporations, as well as their successors and assigns ("RCI" or "we" or "our" or "us") . PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR USING THIS WEB SITE AND ANY PAGES THEREOF IN ANY WAY, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF USE ("TERMS"). . IF YOU DO NOT AGREE WITH THE TERMS, DO NOT USE THIS WEB SITE. This Web Site will permit you to link to many other web sites, that may or may not be affiliated with this Web Site and/or RCI, and that may have web site terms and conditions that differ from, or contain terms in addition to, the terms specified here. Your access to such web sites through links provided on this Web Site is governed by the web site terms and conditions and policies of those sites, not this Web Site.

Modification of the Terms

The Terms may change without further notice to you, and it is your responsibility to check the Terms each time you use this Web Site. RCI reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms at any time. Such modifications shall be effective immediately upon posting of the modified Terms and your continued access to or use of the Web Site shall be deemed your conclusive acceptance of the Terms that are in effect at the time of your use of this Web Site.

Privacy Policy

RCI's Privacy Policy describes what information we gather, how we use it, and how you may correct or change your Information. For the details of RCI's Privacy Policy, please review our full **Privacy Policy**.

Ownership, Trademarks, Copyrights and Restrictions

All content on this Web Site, including, but not limited to text, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by Singapore, U.S. and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes), and are owned and controlled by RCI or its affiliates, or by third party content providers, merchants, sponsors and licensors (collectively "Providers") that have licensed their content or the right to market their products and/or services to RCI. Content on this Web Site or any web site owned, operated, licensed or controlled by the Providers is solely for your personal, non-commercial use. RCI grants you a limited, non-transferable license to use this Web Site in accordance with the Terms hereof. You may only use this Web Site to make legitimate reservations or purchases and shall not use this Web Site for any other purpose, including without limitation, to make any speculative, false or fraudulent reservations or any reservation in anticipation of demand. You may print a copy of the content and/or information contained herein for your personal, non-commercial use only, but you may not copy, reproduce, republish, upload, post, transmit, distribute, and/or exploit the content or information in any way (including by e-mail or other electronic means) for commercial use without the prior written consent of RCI or the Providers. Without the prior written consent of RCI or the Providers, your modification of the content, use of the content on any other web site or networked computer environment, or use of the content for any purpose other than personal, non-commercial use, violates the rights of the owners of the Web Site and/or the Provider copyrights, trademarks or service marks and other proprietary rights, and is prohibited. As a condition to your use of this Web Site, you warrant to RCI that you will not use this Web Site for any purpose that is unlawful or prohibited by these Terms, including without limitation the posting or transmitting any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material. If you violate any of these Terms, your permission to use this Web Site immediately terminates without the necessity of any notice. RCI retains the right to deny access to anyone at its discretion for any reason, including for violation of these Terms. You may not use on your web site any registered or unregistered trademarks, service marks or copyrighted materials appearing on this Web Site, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame, deep link, or otherwise incorporate into another web site any of the content or other materials on this Web Site without prior written consent of RCI.

User's Responsibilities

You are solely responsible for your Information, and we act as a passive conduit for your online distribution and publication of Your Information. As used in these Terms, "Information" means any

information or data that you submit to this Web Site and any Information or data that is generated by this Web Site as a result of Your use of this Web Site.

You are solely responsible for maintaining the confidentiality of your account information and any identification numbers or codes (collectively, "User ID"), confirmation numbers, and/or passwords provided to you (as applicable) in the use of this Web Site. You agree to accept responsibility for all activities that occur under your account, User ID, confirmation numbers, and/or passwords. You shall maintain such User ID, confirmation numbers, and/or passwords in confidence and you agree not to distribute or disclose the same to third parties. It is your responsibility to notify us if we need to change or discontinue any of your ID, confirmation numbers, or passwords. It is also your responsibility to immediately request discontinuation of an User ID, confirmation number, or password upon your knowledge or belief that such User ID, confirmation number, and/or password is, or may be subject to, a breach of confidentiality. We may suspend or terminate your service or access to this Web Site if we believe a breach of these Terms has occurred.

You represent and warrant that you are of sufficient legal age and possess the legal authority to use this Web Site in accordance with the Terms herein and to create binding legal obligations for any liability you may incur as a result of the use of this Web Site. You understand and agree that you are financially responsible for all uses of this Web Site by you and those using your login information. You also warrant that all information supplied by you and by those using your login information is true, accurate, current, and complete. If you provide any Information that is untrue, inaccurate, not current or incomplete (or we have reasonable grounds to suspect that such Information is untrue, inaccurate, not current or incomplete), We have the right to suspend or terminate Your access and activity, and refuse any and all current or future use of this Web Site.

Prohibited Activities

You are specifically prohibited from any use of this Web Site, and You agree not to use or permit others to use this Web Site, for any of the following: (a) take any action that imposes an unreasonable or disproportionately large load on the Web Site's infrastructure, including but not limited to "spam" or other such unsolicited mass e-mailing techniques; (b) disclose to, or share with, the assigned confirmation numbers and/or passwords with any unauthorized third parties or using the assigned confirmation numbers and/or passwords for any unauthorized purpose; (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software or HTML code comprising or in any way making up a part of this Web Site; (d) upload, post, emailing or otherwise transmitting any Information, content, or proprietary rights that You do not have a right to transmit under any law or under contractual or fiduciary relationships; (e) violating any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law; and, (f) using any robot, spider, intelligent agent, other automatic device, or manual process to search, monitor or copy web pages from this Web Site, or content on this Web Site without Our prior written permission, provided that generally available third party Web browsers such as Netscape Navigator® and Microsoft Internet Explorer® may be used without such permission.

Information Posted to Web Site

With respect to all Information you elect to post to publicly accessible areas of the Web Site, you agree that we have the right to use, reproduce, modify, publish, perform and display such Information (in whole or part) worldwide; provided that such use is subject to the terms of Our Privacy Policy.

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

Links

Please exercise discretion while browsing the Internet and using this Web Site. You should be aware that when you are using this Web Site, you could be directed to other sites that are beyond our control ("Linked Sites") which are operated by parties other than RCI. The Linked Sites are provided for your convenience and information only. For example, if you "click" on a banner advertisement or a search result, the "click" may take you off this Web Site. This includes, but is not limited to, links from advertisers, sponsors, and content partners that may use Our logo(s) as part of a co-branding agreement. RCI does not control such Linked Sites and is not responsible for or liable for your use of

such Linked Sites or for the accuracy or legality of information, content or any other materials contained on or available from Linked Sites. As such, you access the Linked Sites at your own risk. By providing these links, RCI is not endorsing, sponsoring or recommending any such Linked Sites or the information, content or other materials contained on, disseminated by, or services provided by or through them (whether or not RCI is affiliated with the owners of such Linked Sites). RCI makes no representations concerning the content of Linked Sites. Linked Sites may have terms of use that differ from, or contain terms in addition to, the Terms specified here. Your use of Linked Sites through links provided on this Web Site is governed by the terms of use, privacy policies and/or any other policies of the Linked Sites, not this Web Site.

You may not establish a hyperlink to this Web Site or provide any links that state or imply any sponsorship or endorsement of your web site by RCI, or its affiliates or Providers. RCI reserves the right to disable links from any third party sites to the Web Site.

Disclaimer of Warranties and Liability

THE CONTENT, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON THIS WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. IN PARTICULAR, RCI AND ITS AFFILIATES DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM LIABILITY FOR INACCURACIES, ERRORS OR MISREPRESENTATIONS RELATING TO THE CONTENT AND DESCRIPTION OF THE PRODUCTS DISPLAYED ON THIS WEB SITE (INCLUDING, WITHOUT LIMITATION, PHOTOGRAPHS, LIST OF PROPERTY AMENITIES, GENERAL PRODUCT DESCRIPTIONS), MUCH OF WHICH INFORMATION IS PROVIDED BY THE RESPECTIVE PROVIDERS.

RCI, ITS AFFILIATES, AND/OR THEIR RESPECTIVE PROVIDERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE CONTENT, SOFTWARE, PRODUCTS, AND SERVICES CONTAINED ON THIS WEB SITE FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING FOR SALE OF ANY PRODUCTS OR SERVICES ON THIS WEB SITE DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY RCI OR ITS AFFILIATES.

ALL SUCH CONTENT, SOFTWARE, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED. OTHER THAN THOSE WARRANTIES WHICH, UNDER THE SINGAPORE LAWS APPLICABLE TO THESE TERMS. ARE IMPLIED BY LAW AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION, RCI AND ITS AFFILIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. NEITHER WE, OUR AFFILIATES, NOR THE PROVIDERS, NOR ANY PERSON INVOLVED IN THE CREATION, PRODUCTION, AND DISTRIBUTION OF THIS WEB SITE WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE CONTENT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT THAT YOU ACCESS ON THIS WEB SITE IS PROVIDED SOLELY FOR YOUR CONVENIENCE AND INFORMATION ONLY. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEB SITE, OR AS TO THE RELIABILITY, ACCURACY OR CURRENCY OF ANY INFORMATION CONTENT, SERVICE AND/OR MERCHANDISE ACQUIRED PURSUANT TO YOUR USE OF THIS WEB SITE.

FRANCHISEES, ACCOMODATING PARTIES, AND PROVIDERS ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF RCI OR ITS AFFILIATES. RCI AND ITS AFFILIATES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH FRANCHISEES, ACCOMODATING PARTIES OR PROVIDERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

Limitation of Liability

YOU EXPRESSLY AGREE THAT USE OF THIS WEB SITE IS AT YOUR SOLE RISK. YOU (AND NOT RCI) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF YOUR SYSTEM. YOU EXPRESSLY AGREE THAT NEITHER RCI, NOR ITS AFFILIATES (INCLUDING ITS PROVIDERS), NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OR AGENTS, NOR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION AND

DISTRIBUTION OF THIS WEB SITE, SHALL BE RESPONSIBLE OR LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR ANY OTHER FORM OF LEGAL OR EQUITABLE REMEDY, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THIS WEB SITE (OR ANY OTHER LINKED SITE), OR WITH THE DELAY OR INABILITY TO USE THIS WEB SITE (OR ANY OTHER LINKED SITE), OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS WEB SITE (OR ANY OTHER LINKED SITE), OR OTHERWISE ARISING OUT OF THE USE OF THIS WEB SITE (OR ANY OTHER LINKED SITE), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF RCI, ITS AFFILIATES, AND/OR THEIR RESPECTIVE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BY WAY OF EXAMPLE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RCI AND ITS AFFILIATESSHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF DATA, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THIS WEB SITE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT RCI IS NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SUBSCRIBERS OR THIRD PARTIES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS. RCI'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF YOU ARE DISSATISFIED WITH THE WEB SITE OR ANY OF THE PRODUCTS OR SERVICES MADE AVAILABLE IN CONNECTION HEREWITH OR ASSOCIATED HEREWITH, AS THE CASE MAY BE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SITE.

THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS INURE TO THE BENEFIT OF US AND THE PROVIDERS, AND TO ALL RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND AGENTS.

Indemnification

You agree to indemnify, defend, and hold harmless RCI and the Providers, its and their officers, directors, employees, affiliates, agents, licensors, and suppliers from and against any claims, causes of action, demands, recoveries, losses, losses, damages, fines, penalties or other costs, or expenses, of any kind or nature including, but not limited to reasonable attorneys' fees, resulting from any violation by you of these Terms or your use of this Web Site. These obligations will survive your use of the Web Site. RCI reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with RCI in asserting any available defenses.

Jurisdictional Issues

Unless otherwise specified, the content contained in this Web Site is presented solely for your convenience and/or information. This Web Site is controlled and operated by RCI from its offices within Asia (excluding India). RCI makes no representation that content in its Web Site is appropriate or available for use in all locations. Those who choose to access this Web Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If use of this Web Site and/or viewing or use of any material or content therein or services offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use this Web Site and must exit immediately. Your viewing and/or use of this Web Site constitutes your representation that you are unconditionally and without limitation permitted to view and use this Web Site and RCI may rely upon such representation. These Terms shall be governed by, construed and enforced in accordance with the laws of the Republic of Singapore. You expressly agree that any action you, any third party or RCI brings to enforce these Terms is subject to the exclusive jurisdiction of the courts of the Republic of Singapore. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Entire Agreement

These Terms (and any other terms and conditions referenced herein) constitute the entire agreement between RCI, its affiliated or related entities, and you with respect to this Web Site and your use of this Web Site. As such, these Terms (as modified by us, from time to time) will be deemed to supersede any

prior or contemporaneous communications and proposal, whether electronic, oral or written, between RCI, its affiliated or related entities, and you with respect to this Web Site or your use of this Web Site or future communications, whether electronic, oral or written, between you and RCI. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. In the event that any inconsistencies exist between these Terms and any future published terms of use or understanding, the last published Terms or terms of use or understanding shall prevail.

Third Party Rights

These Terms are for the benefit of RCI and its Providers, its and their officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against you on its or their own behalf. Save as expressly provided in these Terms, no person shall have any right pursuant to the Contracts (Right of Third Parties) Act 2001 to enforce any of the above terms and conditions

ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY RCI.