

THE REGISTRY COLLECTION® EXCHANGE PROGRAM TERMS AND CONDITIONS

These Terms and Conditions of The Registry Collection Exchange Program (the “**Terms and Conditions**”) govern a membership in The Registry Collection Exchange Program (the “**Collection**”). The Collection is contained and described in the Collection Member Agreement, the Disclosure Guide and these Terms and Conditions, as amended by RCI, in its sole discretion, from time to time (collectively, the “**Collection Documents**”). The Collection Documents reflect the terms of a binding contract between RCI and Members of the Program.

1. DEFINITIONS. The following definitions apply:

A. Affiliation Agreement means the agreement between RCI and an entity owning, controlling or managing a Collection Property, to offer participation in the Collection.

B. All-Inclusive Package means a package of food, beverages, or other amenities required or offered by certain Inventory providers for an additional fee.

C. Annual Member Dues means the annual fee payable by or on behalf of a Member to RCI to participate in the Collection.

D. Annual Membership means the annual recurring twelve (12) month period for each Collection Member as determined by RCI after acceptance of the Collection Member Agreement and the Annual Member Dues.

E. Business Day means the regular business hours of operation for the Collection’s Carmel, Indiana Call Center.

F. Collection Depository means that certain system owned and operated by RCI to which Members deposit Vacation Time and from which Members make Reservations.

G. Collection Member means someone who has Vacation Ownership at a Collection Property and whose Collection Member Agreement has been accepted by RCI and is thus authorized to participate in the Collection. A Corporate Participant may be deemed to be a Collection Member.

H. Collection Member Agreement means the form or forms prescribed by RCI for the enrollment of Collection Members in the Collection.

I. Collection Partner means a third-party who may offer Partner Services to certain Members at the sole discretion of RCI.

J. Collection Property means a resort, resort group, vacation plan, unit of Inventory or other legal entity authorized to offer the Collection.

K. Confirmation means a written or electronic acknowledgement to a Member that an Exchange Request has been fulfilled.

L. Confirmed Exchange means a completed Exchange Request.

M. Corporate Participant refers to a Member whose Annual Member Dues may be paid to RCI by an entity or organization with which RCI has an Affiliation Agreement.

N. Credit means the symbolic value assigned by RCI to Inventory solely for use in the Collection.

O. Deposit means a unit of Vacation Time for which the use rights have been relinquished to RCI for use by RCI as described in these Terms and Conditions.

P. Eligible Use Life means the time frame during which a Credit can be used.

Q. Exchange Request means a Member’s formal request to obtain access to Inventory or, to the extent made available, Partner Services in accordance with the Collection Documents.

R. Guest means a person or persons for whom the Member has arranged the use of Inventory and/or Partner Services through the Collection for non-commercial purposes by obtaining a Guest Certificate.

S. Guest Certificate means a certificate purchased from or otherwise provided by RCI, in its sole discretion, allowing the use of Inventory, and/or Partner Services, or certain other benefits of membership, for noncommercial purposes, as a gift to friends or family.

T. Indemnitee means RCI and its partners, officers, employees, directors, managers, shareholders, agents, representatives, parent companies, corporate affiliates and subsidiaries and the predecessors, successors and assigns of all of them.

U. Inventory means any Vacation Time, good, service, benefit, or movable or immovable property, designed for separate occupancy or consumption and includes, without limitation, any right to occupy, an apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, campground, or other private or commercial structure or improvement, whether moveable or immovable property, and whether situated on real or personal property that is utilized in the Collection.

V. Member means someone with Vacation Ownership who participates in the Collection as a Collection Member, or a Signature Selections Member.

W. Member Agreement means a Collection Member Agreement or other enrollment document submitted by an RCI Subscribing Member in anticipation of becoming a Signature Selections Member.

X. Partner Services means ancillary travel-related products that may be offered by the Collection through third parties, excluding access to Inventory. To the extent the Collection, in its sole discretion, elects to make Partner Services available to Members, it may do so through any means and subject to any limitations and restrictions.

Y. Property means a property or group of properties at which a Member has Vacation Ownership or a property or group of properties at which a Member has obtained a Reservation.

Z. RCI Affiliated Resort means Inventory, other than a Collection Property, authorized by an effective agreement with RCI to offer participation in one or more of the RCI Exchange Programs.

AA. RCI Exchange Programs means the RCI Weeks[®] Exchange Program and the RCI Points[®] Exchange Program.

BB. RCI Subscribing Member means a person who has Vacation Ownership at an RCI Affiliated Resort and who is a participant in one or more of the RCI Exchange Programs.

CC. Reservation See Confirmed Exchange.

DD. Signature Selections[®] Member means an RCI Subscribing Member who has Vacation Ownership at a Signature Selections Resort and is enrolled as a Signature Selections Member of the Collection. A Corporate Participant may be deemed to be a Signature Selections Member.

EE. Signature Selections Resort means the RCI Affiliated Resort who has also entered into an agreement with RCI to participate in the Collection.

FF. Transaction means any activity conducted by the Member through the Collection, including but not limited to, any Exchange Request; the saving of Credits (whether automatic or by Member request); the borrowing, rental or extension of Credits; the cancellation of any Confirmed Exchange; obtaining a Guest Certificate; or any activity conducted in conjunction with one or more of the RCI Exchange Programs.

GG. Unaffiliated Resort means a Collection Property that is not subject to a current and valid Affiliation Agreement.

HH. Vacation Ownership means the legal right to own, occupy or use accommodations in a resort, resort group, vacation club or vacation plan or other similar legal entity, whether owned by a Member as real estate interest or a right to use interest.

II. Vacation Ownership Expenses means all obligations associated with or appurtenant to Vacation Ownership by whomsoever levied (including but not limited to the Property, any state, local, federal or any other government entity or its equivalent if the Property is located in a foreign country), including, but not limited to, any obligation for the payment of maintenance fees, assessments, common expenses, housekeeping fees, recreational fees, promissory notes, mortgage payments, taxes, or applicable All-Inclusive Package fees.

JJ. Vacation Time means use rights for a period of time whether recurring week(s), or parts thereof, of a Member's Vacation Ownership.

KK. "We" or "RCI" refers to RCI, LLC, a Delaware limited liability company (registered as Resort Condominiums International, LLC in Connecticut, New Jersey, North Carolina, Ohio, and Wisconsin). RCI owns and operates the Collection.

2. MEMBERSHIP.

The Collection offers its Members, who are in compliance with the Collection Documents, access to an exchange service, the Collection website at www.theregistrycollection.com, a travel concierge service to assist Members with a variety of travel related services, and to the extent made available, Partner Services (collectively, the "Collection Benefits"). RCI reserves the right, in its sole discretion, and without advance notice, to add, modify, or delete, Collection Benefits. Collection Benefits may not be available to all Members.

A. An initial membership for a Collection Member begins with RCI's receipt and acceptance of a Collection Member Agreement and the Annual Member Dues. RCI reserves the right to refuse any Collection Member Agreement or Annual Member Dues.

i. A proposed Collection Member that is a corporation, partnership, trust, or other entity, must complete a Collection Member Agreement on behalf of the owner in the name of an individual officer, partner, or trustee, of the entity, and RCI shall be entitled to treat that named individual as the Collection Member for all purposes.

ii. In the event of multiple owners of a single unit of Vacation Time, RCI may honor instructions from any person listed in RCI's records as a co-owner of such Vacation Time and, in the event of conflicting instructions, RCI may refuse, in its sole discretion, to honor any instructions received. Additionally, RCI may

require multiple owners of the same Vacation Ownership to submit separate Collection Member Agreements for which separate fees may apply.

B. An initial membership for a Signature Selections Member begins with acceptance as an RCI Subscribing Member at a Signature Selections Resort in accordance with the applicable terms and conditions of such membership and RCI's receipt and acceptance of the Annual Member Dues. RCI reserves the right to refuse any Member Agreement or Annual Member Dues.

C. It is the Member's responsibility to notify RCI of any changes to Member's information, including, without limitation, change of address, phone number, email address, or ownership.

3. COLLECTION INVENTORY.

RCI obtains Inventory from Members, as well as from Inventory providers and other sources. Members may be required to comply with additional terms, conditions, fees and any applicable taxes in order to use a particular unit of Inventory.

RCI, in its sole discretion, may, but shall not be required to offer Partner Services. The type and quantity of Partner Services may change from time to time, and Partner Services may be discontinued entirely, in RCI's sole discretion, without advance notice to Members. Additional terms and conditions may apply and Member agrees to also be bound by such terms and conditions.

4. AFFILIATED RESORTS.

A. RCI authorizes each Collection Property and Signature Selection Resort to provide copies of the Collection Documents to people who purchase Vacation Ownership at, or through, a Collection Property or Signature Selections Resort, so that any such purchaser can consider whether to become a Member and have access to the Collection. RCI is a separate and distinct entity from the Collection Properties, Signature Selections Resorts, developers, marketers, sellers of Vacation Ownership, or other providers of Inventory used in the Collection. Collection Properties and Signature Selections Resorts may be subject to agreements with RCI, and are not permitted to make any representations about RCI or the Collection that are different from the statements in the Collection Documents. RCI may, in its sole discretion, allow a Collection Property to participate in the Collection without an Affiliation Agreement and RCI, in its sole discretion, may designate such properties as Collection Properties.

B. Any contract between a purchaser and a developer, Collection Property, or Signature Selections Resort, is a separate and distinct contract, with no legal relationship to the Member's contract with RCI. RCI neither owns, develops, markets or sells Vacation Ownership, nor is it engaged in a joint venture,

partnership or agency relationship with any Collection Property, Signature Selections Resort, developer, marketer, seller of Vacation Ownership, or other Inventory provider.

5. CONDITIONS OF PARTICIPATION.

A Member may participate in the Collection if all of the following conditions are first met:

A. The Collection Property or Signature Selections Resort where the Member has Vacation Ownership is in full compliance with all terms and conditions applicable to such Collection Property or Signature Selections Resort as determined by RCI. In addition, the Collection Property or Signature Selections Resort where the Member has Vacation Ownership must be operated in a commercially reasonable manner that will enable it to meet the expectations of RCI and its Members, as determined by RCI, in its sole discretion.

B. The Member must be current in fulfilling all obligations to RCI. Annual Member Dues must be paid by or on behalf of a Member in an amount determined by RCI. Annual Member Dues may vary from time to time and among Members. RCI reserves the right to charge a Member an enrollment fee payable upon commencement of the Member's enrollment with RCI. The amount may vary from time to time and among Members. Member status ceases if a Member fails to renew his or her membership within ninety (90) days following expiration. Reactivation of a membership will require payment of a reactivation fee and the Annual Member Dues. RCI, in its sole discretion, may impose other requirements and fees as a condition of reactivation.

C. If a Member's Vacation Time is at an Unaffiliated Resort, that Unaffiliated Resort must be operated in a commercially reasonable manner, and offer sufficient space, quality, and amenities, to meet the expectations of RCI and its Members, as determined by RCI in its sole discretion, including, without limitation, the ability to honor Confirmed Exchanges.

D. The Member must be current in the payment of all Vacation Ownership Expenses. If there is a maintenance fee "block" on a Member's RCI account, RCI will deem the Member to have failed to meet this condition, until such time as the Property provides RCI with written confirmation that all obligations of the Member have been fulfilled. Member acknowledges that if the Member fails to pay Vacation Ownership Expenses, RCI may, in its sole discretion, pay some or all of the outstanding Vacation Ownership Expenses. In that case, the amount of Vacation Ownership Expenses paid by RCI may be billed to the Member as additional fees owed to RCI which have not been paid.

E. RCI may impose other restrictions in its sole discretion including, but not limited to:

i. requiring ownership by a prospective Signature Selections Member of a minimum quantity of Vacation Time in order to participate in the Collection.

ii. requiring Members who have Vacation Ownership at a Property that offers an All-Inclusive Package to pay the All-Inclusive Package fee for Vacation Time deposited with the Collection when another Member makes a Reservation for that Vacation Time.

iii. reject certain units of Inventory based on factors including, but not limited to seasonality, unit size, number of bedrooms, location, mandatory All-Inclusive Package, supply, demand and utilization, and the time the Deposit is made.

F. If the Member has enrolled in the Collection while in a country outside the United States of America in the course of acquiring Vacation Ownership located outside the United States of America, and the agreement to participate in the Collection contains provisions that override the terms and conditions of the Collection Documents, then those specific provisions will continue to apply to that membership.

G. RCI reserves the right to add to, delete, or modify, these Terms and Conditions, in its sole discretion. By signing the applicable Member Agreement, at the time of purchase of Vacation Ownership or thereafter, the purchaser or owner becomes eligible to participate in the Collection as a Member for the initial period arranged by the developer or seller of the Vacation Ownership, or in accordance with the term set forth in the applicable Member Agreement. **In order to use the Collection, a person must remain a Member in good standing. Participation in the Collection is voluntary.**

6. DEPOSITING VACATION TIME.

A. Assignment of Deposited Vacation Time. Only Vacation Time that is available for exchange may be deposited. **By depositing Vacation Time with RCI, a Member relinquishes all rights to the use of that Vacation Time and agrees that such deposited Vacation Time may be used by RCI for any commercially reasonable purpose. For example, RCI rents, uses or disposes of Inventory for several reasons that include, but are not limited to, fulfilling Reservation requests, use in other exchange programs or rentals to Members and non-members.** RCI reserves the right to assign a Member's deposited Vacation Time to others, whether or not that Member has made a Reservation. Vacation Ownership Expenses are not assigned or delegated to, or assumed by, RCI. The Member shall not disturb the rights of RCI, the Collection, or any Member to use, enjoy, occupy, and otherwise perform their respective rights, privileges and duties, in respect to the deposited Vacation Time pursuant to the Collection Documents.

The Credits assigned to Vacation Time will be based upon factors solely determined by RCI, including but not limited to, the location, the demand for the Vacation Time, seasonality, and the number of bedrooms. RCI, in its sole discretion, may revalue Vacation Time from time to time, and may adjust the Credits assigned to a Deposit.

B. Collection Member Deposits.

i. The Collection Depository will only accept Deposits of Vacation Time in increments of seven (7) days. RCI, in its sole discretion, reserves the right, however, to allow the Collection Depository to accept Deposits of Vacation Time in greater than, equal to, and/or less than, seven (7) days.

ii. Upon the deposit of Vacation Time into the Collection, a fixed number of Credits will be allocated to the Collection Member's account.

iii. **Vacation Time may not be deposited less than ninety (90) days prior to the start date of the Vacation Time, and no more than three hundred sixty-five (365) days prior to the start date of the Vacation Time.** RCI, in its sole discretion, may accept a Deposit less than ninety (90) days before the start date of the Vacation Time ("**Close Date Deposit**") and may require the payment of a Close Date Deposit Fee.

iv. **During each calendar year of membership, a Member may make a maximum of six (6) deposits of Vacation Time into the Collection Depository, provided, however, only two (2) of which can be from a mandatory All-Inclusive Property.** RCI, in its sole discretion, may limit a Member deposit based on the seasonality of the deposit. The foregoing limitations are on a per Property basis regardless of how many individual Vacation Ownerships a Member has at a given Property. Such depositing limitations may be waived or modified by RCI, in its sole discretion.

C. Signature Selections Member Deposits. Signature Selections Members deposit their Vacation Time into either the RCI Weeks Exchange Program or RCI Points Exchange Program per the terms and conditions of those programs, as applicable. Credits will only be assigned to such Deposits when used by Signature Selections Members to transact within the Collection.

i. Vacation Time Deposited into the RCI Weeks Exchange Program. Vacation Time deposited into the RCI Weeks Exchange Program will have Credits assigned only when used to transact within the Collection, based on the following sliding scale:

<u>Date of Deposit into Weeks Program</u>	<u>% of Credit Value Assigned by Collection</u>
90 or more days prior to start date of Vacation Time	100%
89 days to 46 days prior to start date of Vacation Time	75%
45 days to 30 days prior to start date of Vacation Time	50%
29 days or less prior to start date of Vacation Time	No Credits will be assigned

ii. Vacation Time Deposited into the RCI Points Exchange Program. Vacation Time deposited into RCI Points Exchange Program will have Credits assigned only when used to transact within the Collection based on a ratio of two hundred fifty (250) RCI Points to one (1) Credit.

7. CREDITS.

A. Eligible Use Life. Eligible Use Life for the Credit assigned to a given Deposit begins January 1 of the calendar year of the start date of deposited Vacation Time and ends on December 31 of the same calendar year. For example: On November 1, 2018, a Member deposits Vacation Time with a start date of February 1, 2019. The Eligible Use Life of the Credit associated with the Deposit is January 1, 2019 through December 31, 2019. Eligible Use Life may be extended by borrowing, saving, or extending, Credits as explained below.

B. Saving Credits. If a Member has not used all of the Member's Credits by the end of such Credits' Eligible Use Life, those Credits will be saved automatically into the subsequent calendar year as long as the Credits were not previously saved and the Annual Member Dues have been paid through the subsequent calendar year into which the Credits are being saved. If Credits are saved and used for a Reservation, and such Reservation is then cancelled, the saved Credits shall retain the extended Eligible Use Life. Credits that have been previously saved cannot be saved into any subsequent calendar year but may be extended as described below. RCI, in its sole discretion, may alter, suspend, or terminate, the right to save credits including, without limitation, the imposing of a fee to save credits, or cease to make the process automatic.

C. Extending Credits. Members may extend the Eligible Use Life of a Member's previously saved Credits only for one additional year. A service fee for any Eligible Use Life extension may be charged, which fee is subject to change. RCI reserves the right to add to, delete, or modify, the terms of Eligible Use Life extensions, in its sole discretion.

D. Borrowing Credits. By borrowing Credits, a Member may use Credits prior to the beginning of their Eligible Use Life as long as the Member's Annual Member Dues have been paid through the beginning date of the Eligible Use Life of the borrowed Credit. The

borrowing of Credits and the use of borrowed Credits may, from time to time, be suspended or otherwise limited by RCI, in its sole discretion.

MEMBERS MUST USE THEIR CREDITS WITHIN THE PARTICULAR ELIGIBLE USE LIFE OF THOSE CREDITS. IF A MEMBER DEPOSITS VACATION TIME AND DOES NOT MAKE A RESERVATION WITHIN THE COLLECTION OR OTHERWISE FAILS TO USE ANY OR ALL ASSIGNED CREDITS DURING THE ELIGIBLE USE LIFE OF THOSE CREDITS, AND THOSE ELIGIBLE CREDITS ARE NOT SAVED OR EXTENDED, THE MEMBER LOSES THE USE OF THOSE CREDITS (AND ANY ASSOCIATED DEPOSITED VACATION TIME) AND THOSE CREDITS EXPIRE.

E. Renting Credits. RCI may, in its sole discretion, offer the Member the opportunity to rent additional Credits in order to complete certain Reservations. The Member must then pay a Transaction fee for rental of the Credits as well as any other applicable fees at the time the Reservation is made. A Member must have existing Credits currently on their account before they can request to rent Credits. Rented Credits cannot be saved or extended. The Eligible Use Life of rented Credits may differ. The rental rate for Credits is determined by RCI, in its sole discretion, and may change from time to time without advance notice. RCI may impose restrictions on the renting of Credits, in its sole discretion, including, but not limited to, the total number of Credits that may be rented by all Members in a given calendar year, the total number of Credits that may be rented by an individual Member in a given calendar year, the Reservation for which rented Credits can be applied, or otherwise limit the Member's ability to rent Credits. The foregoing notwithstanding, RCI may suspend or terminate the renting of Credits.

F. Transferring Credits. **The transferring of Credits between Members is not permitted.**

8. RESERVATIONS.

A. Collection Members.

i. Reservation Requests. A Collection Member may request a Reservation any time after RCI accepts that Collection Member's Member Agreement and the Member has made a Deposit into the Collection Depository. A Collection Member shall only be permitted to make a Reservation through the Collection if the Collection Member is current on all obligations owed to RCI, **the Collection Member's Annual Member Dues are paid through the start date of the Reservation**, all Vacation Ownership Expenses are paid and the Member is otherwise in compliance with the Collection Documents and all other applicable terms and conditions including, without limitation, those terms and conditions of Inventory providers; and

ii. Credit Usage. A Collection Member may make a Reservation no more than three hundred sixty-five (365) days in advance of the start date of the requested Inventory and no less than two (2) days prior to the start date of the requested Inventory. Certain Inventory providers may impose their own restrictions regarding how far in advance of the start date a Reservation must be made. Reservations for Partner Services will be made in accordance with the specific Collection Partner policies and Member agrees to also be bound by such Collection Partner policies. **Credits can only be used to make a Reservation if the start date of vacation will be within the Eligible Use Life of the particular Credits being used.**

iii. Combination of Credits. A Collection Member may combine his or her own eligible Credits when making a Reservation.

B. Signature Selections Members.

i. Reservation Requests. A Signature Selections Member may request a Reservation any time after RCI accepts that Signature Selections Member's Member Agreement and the Member has made a Deposit from a Signature Selections Resort. A Signature Selections Member shall only be permitted to make a Reservation through the Collection if the Signature Selections Member is current on all obligations owed to RCI, **the Signature Selections Member's Annual Member Dues are paid through the start date of the Reservation**, any other applicable fees are paid, and the Signature Selections Member is otherwise in compliance with the Collection Documents and all other applicable terms and conditions including, without limitation, those terms and conditions of the RCI Exchange Programs as applicable, and those Inventory providers; and

ii. Credit Usage. A Signature Selections Member may make a Reservation for use of Vacation Time at a Collection Property no more than three hundred and three (303) days in advance of the start date of the requested Inventory and no less than two (2) days prior to the start date of the Inventory. **However, Collection Property providers may impose their own restrictions regarding how far in advance of the start date a Reservation must be made. Credits can only be used to make a Reservation if the start date of the vacation will be within the Eligible Use Life of the particular Credits being used.**

iii. Combination of Credits. A Signature Selections Member may combine his or her own eligible Credits when making a Reservation with the Collection.

iv. Signature Selections Resorts. A Signature Selections Member must make a Reservation for a Signature Selections Resort or RCI Affiliated Resort via the RCI Weeks Exchange Program or the RCI Points Exchange Program, as applicable.

ALL RESERVATIONS AT COLLECTION PROPERTIES, SIGNATURE SELECTIONS RESORTS, OTHER INVENTORY, AND TO THE EXTENT OFFERED, PARTNER SERVICES, IS SUBJECT TO AVAILABILITY ON A SPACE AVAILABLE, FIRST-COME, FIRST-SERVED BASIS SUBJECT TO THE PROVISIONS OF THE COLLECTION DOCUMENTS. ALL RESERVATIONS ARE CONTINGENT UPON THE MEMBER REQUESTING THE RESERVATION HAVING A SUFFICIENT NUMBER OF CREDITS TO OBTAIN THE DESIRED VACATION TIME. BLACKOUT DATES MAY APPLY AT SOME COLLECTION PROPERTIES OR SIGNATURE SELECTIONS RESORTS AND WITH RESPECT TO SOME PARTNER SERVICES AND INVENTORY. RCI CANNOT ENSURE THE AVAILABILITY OF A RESERVATION OF ANY SPECIFIC VACATION TIME, INVENTORY OR PARTNER SERVICES THROUGH THE COLLECTION, AS AVAILABILITY WILL VARY. GENERALLY, THE EARLIER A RESERVATION IS REQUESTED, THE BETTER THE POSSIBILITY THAT A RESERVATION CAN BE OBTAINED.

C. Making a Reservation. Reservations may be made by mail, facsimile or by telephone. For residents of the United States, Canada, and the Caribbean, Reservation requests are to be made to RCI as follows:

- i. By telephone: 1.800.548.2300
1.317.805.9349
- ii. By facsimile: 1.317.805.9617
- iii. By email: inquiry@registry-collection.com
- iv. By mail: The Registry Collection Program
9998 North Michigan Road
Carmel, IN 46032-2072

Other Members should contact their local servicing office.

A Confirmation will be submitted to the requesting Member or Guest upon confirmation of a Reservation and is valid only if issued by RCI or a party authorized by RCI. Upon receipt, the Member should review all details in the Confirmation and notify RCI immediately if any information is incorrect. Subsequent changes to any aspect of the Confirmation may be treated as a cancellation. The Confirmation must be presented upon check-in, or if not available, then the details provided by RCI for such purpose must be presented.

D. Reasonable Restrictions. RCI will apply any restrictions on Reservations required by Properties and/or Inventory providers which RCI, in its sole discretion, deems reasonable. **These restrictions may include, but are not limited to, a prohibition on exchanges from or to other Properties located in the same geographic area or region, minimum age**

requirements, or requirements for mandatory All-Inclusive Packages.

E. Payment for an All-Inclusive Package may be required prior to or at the start date of a vacation. All-Inclusive Packages may vary in price and in the types of food, beverages, and amenities included. Members may be required to purchase the All-Inclusive Package as a condition for use of the accommodations or as a condition to depositing Vacation Time. Food, beverages, and amenities may not be available at a Property offering an optional All-Inclusive Package if a Member chooses not to purchase such optional package. Fees, terms and conditions of All-Inclusive Packages are determined solely by the Inventory provider, and are subject to change at any time without notice to the Member. Member acknowledges responsibility for confirming in advance with the applicable Inventory provider or Collection Partner (i) the price of All-Inclusive Package fees and whether All-Inclusive Package fees must be paid prior to check-in, and (ii) making such payment in advance if so required.

9. RESERVATION SYSTEM LIMITATIONS, RESTRICTIONS AND PRIORITIES. RCI's ability to confirm a Reservation for Members, except as provided below, is based upon: (a) the availability of Vacation Time deposited by Members or Inventory otherwise obtained by RCI; and (b) the Member having a sufficient number of Credits to obtain the desired Reservation. Therefore, RCI cannot guarantee specific resort choices, travel dates, or types or sizes of accommodations. Neither RCI, nor Inventory provider personnel may represent that specific Inventory choices, any additional benefits and/or specific Inventory, can be guaranteed through the Collection. Specific unit assignments, if any, are subject to change in the sole discretion of the Inventory provider and as such are not subject to RCI's control.

Limitations, restrictions, and priorities may be employed in the operation of the Collection. The number of Credits assigned to a given unit of Inventory is influenced by several factors, including, without limitation, supply and demand, quality, timing of deposit, region, seasonality, comparability, limitations, restrictions, or priorities, imposed by Inventory providers or other factors. Limitations, restrictions, or priorities may not be uniformly applied, are subject to change in RCI's sole discretion without prior notice, and may affect the number of Credits assigned to a particular unit of Inventory as well as RCI's ability to fulfill a specific Reservation request.

To increase the likelihood that specific Property choices, Partner Services and/or Inventory may be confirmed, Members are encouraged to submit a Reservation request as far as possible in advance of start date of the desired vacation. **The Collection provides an**

opportunity to obtain exchanges pursuant to Reservations and does not provide a right to occupy any specific unit or units of Inventory.

10. TRANSACTION FEES. Each time a Member requests a Transaction, RCI will collect the applicable Transaction fee prior to confirming the Transaction. Transaction fees are established by RCI and may change from time to time, in RCI's sole discretion, without advance notice and may vary among Members. Members will be advised by RCI of any fee changes in the manner set forth in these Terms and Conditions.

11. CREDIT PROTECTION.

A. "Credit Protection" offers Members the opportunity to protect only the value of the Credits used to make a Reservation. In the event a Reservation is cancelled or modified for any reason, 100% of the Credits used to make the Reservation will be restored to the Member's account, however the Transaction fee(s) paid for the Reservation will not be protected. Credit Protection may be purchased up to thirty (30) days from the date a Reservation is made with the Collection, provided such purchase date of Credit Protection is more than thirty (30) days from the start date of the Reservation. Credit Protection may be cancelled for a refund by contacting the Call Center up to fourteen (14) days after purchase, provided that such cancellation occurs more than thirty (30) days prior to the start date of the Reservation. Credit Protection cannot be cancelled online.

B. Credit Protection may not be available for purchase for all Reservations.

12. CANCELLATIONS. A Reservation may only be cancelled by a Member by telephone. A Member may cancel or change a Reservation. Upon cancellation of a Reservation by a Member, the following cancellation policy shall apply:

A. Property Reservations.

i. If a Reservation is made thirty (30) days or more from the start date of the vacation and then the Reservation is:

a. cancelled prior to the end of the next Business Day following the date on which the Reservation was confirmed, then 100% of the Transaction fee paid for the Reservation is refunded and 100% of the Credits used to make Reservation are refunded; or

b. cancelled after the end of the next Business Day following the date on which the Reservation was confirmed and:

(1) the date of cancellation is one hundred eighty (180) days or more from the start date of the vacation, then 100% of the Transaction fee paid

for the Reservation is forfeited and 100% of the Credits used to make the Reservation are refunded; or

(2) **the date of cancellation is between one hundred seventy nine (179) days and thirty (30) days** inclusive from the start date of the vacation and the Member has not purchased Credit Protection for the Reservation being canceled, then 100% of the Transaction fee paid for the Reservation is forfeited and 50% of the Credits used to make the Reservation are refunded; or

(3) **the date of cancellation is twenty nine (29) days or less** from the start date of the vacation and the Member has not purchased Credit Protection for the Reservation being canceled, then 100% of the Transaction fee paid for the Reservation is forfeited and 100% of the Credits used to make the Reservation are forfeited.

ii. **If a Reservation is made twenty nine (29) days or less** from the start date of the vacation and that Reservation is subsequently cancelled then 100% of the Transaction fee paid for the Reservation is forfeited and 100% of the Credits used to make the Reservation are forfeited.

B. Partner Reservations. If a Member cancels a Collection Partner Reservation, the refund amount, if any, will be determined by the individual Collection Partner's cancellation and refund policy. If applicable, any Credits used to make the Reservation will be refunded in accordance with this Section 12.

C. Refunded Credits. Refunded Credits will retain the Eligible Use Life such Credits had at the time the Reservation was made, unless that Eligible Use Life has ended. In that case and as provided for in these Terms and Conditions:

i. if the Credits have not been previously saved, the Credits will be saved into the subsequent calendar year; or

ii. if the Credits associated with the Reservation being canceled have been previously saved the Credits will be forfeited unless the Member extends the Credits as provided for in Section 7.C; or

iii. if the Credits have been previously extended, the Credits will be forfeited.

13. WAIT LISTS. RCI may establish wait lists for particular Inventory. Only Members having Credits in their account and that are current in the payment of Annual Member Dues, Vacation Ownership Expenses and all other amounts, as may be owed respecting the Collection, may be placed on a wait list. Members who are on a wait list must comply with the Collection Documents in order to make a Reservation. RCI reserves the right to limit the length of time a wait list

may be open and the number of Members that may be on any wait list.

14. GUESTS.

A. A Member may arrange use of Inventory and/or Partner Services for a Guest by obtaining a Guest Certificate. Reservations for Guests must be made by the Member and must be made in the Guest's name. Cancellation of Guest's Reservation can only be made by the Member. A Transaction fee will apply for a Guest Certificate and the Member will be required to pay all other applicable fees, including, without limitation, the applicable Reservation fee.

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), unless otherwise permitted by law or by the Inventory provider or Partner Services provider. However, Inventory providers or Partner Services providers may impose a minimum age greater than twenty-one (21). Guest Certificates may not be used for any commercial purpose, or monetary or other consideration by Member or Guest, including without limitation, auction, barter, rental, raffle or sale of the Guest Certificate or the underlying Reservation. RCI, in its sole discretion, may limit the number of Guest Certificates a Member may purchase, or the number of Exchange Requests or Reservations which may be made. Their use is also subject to any conditions, restrictions or limitations which may be imposed by an Inventory provider or Partner Services provider, including, but not limited to minimum age restrictions. 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 Reservation 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.

B. Members and Guests, and the guest of either of them, shall comply with the Terms and Conditions of the Collection as well as the terms and conditions of the respective Inventory provider or Collection Partner, including, but not limited to, any age restrictions, as well as all applicable state, federal and local laws and regulations. Members are ultimately responsible for any failure to comply with these Terms and Conditions, or the terms and conditions of any Partner Services, damage, theft or loss, and/or expenses incurred or caused by the Member or Guest, or guests accompanying either of them. **Inventory and Partner Services obtained through the Collection may only be used by a Member or Guest, or guests of either of them, and may not be used for any commercial purpose, or monetary or other consideration,**

including, without limitation, auction, barter, raffle, rental or sale.

15. RENEWING OR TRANSFERRING A MEMBERSHIP.

A. Transfers. When a current Member conveys Vacation Ownership to a purchaser or grantee, the purchaser or grantee may activate membership and may have access to any deposited Vacation Time associated with purchased or granted Vacation Ownership by completing and executing a Membership Transfer Agreement with pertinent ownership information and submitting the applicable fees to RCI. If a Member conveys his/her Vacation Ownership, the purchaser or grantee may acquire that deposited Vacation Time subject to any outstanding Reservations that exist in respect to such Vacation Time, the terms of the purchase agreement or grant and these Terms and Conditions. The purchaser or grantee may also seek enrollment as a new Member in accordance with the Terms and Conditions set forth herein. RCI reserves the right to refuse to accept any Membership Transfer Agreement or Member Agreement and applicable fees.

B. Renewals. Membership can be renewed for additional terms equal to at least one (1) year, in twelve (12) month increments. Failure to pay Annual Member Dues for a renewal term may result in termination of membership and may require payment of a reactivation fee to reactive membership in addition to the Annual Member Dues. RCI in its sole discretion may impose other requirements and fees as a condition of reactivation. When enrolled in the automatic renewal billing, if provided for in the Member Agreement, Annual Member Dues are automatically invoiced or charged at the applicable rate at membership renewal to the credit card indicated, or such replacement card as the Member provides (or the same may be billed to the Member).

16. REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGMENTS. By enrolling in or utilizing the Collection, the Member acknowledges, represents, and warrants, to RCI all of the following:

A. Member and/or all persons signing the Member Agreement 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 the Member Agreement. If applicable, Member has obtained all necessary approvals of Member's owners, Board of Directors, lenders, or others, who may have a legal interest in the Member's Vacation Ownership; and

B. The Member and all persons signing the Member Agreement represent that their decision(s) to purchase Vacation Ownership is based primarily upon the benefits, use and enjoyment to be gained from the Vacation

Ownership and not upon any anticipated benefits of the Collection; and

C. Member relinquishes all rights to use Vacation Time to RCI.

D. 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; and

E. The deposited Vacation Time has not been and will not be assigned, offered, or made available, to any third party outside the Collection; and

F. Member shall not use the Collection for commercial purposes or monetary or other consideration as described further in Section 17.E; and

G. The physical accommodations for which the Member has deposited Vacation Time are in good and usable condition; and

H. All Vacation Ownership Expenses have been paid, or will be paid, by the Member when due; and

I. To the best of Member's knowledge, neither Member, Member's Guests, Member's employees or, if Member is an entity, Member's owners, 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 identified on any watch list; and

J. All written information Member submits to RCI about the Member's Vacation Ownership, Member, Member's owners, or Member's controlling entity, including, but not limited to, owners or owners associations, Boards of Directors or lenders, or the finances of any such person or entity, was or will be at the time delivered and when Member signs the Member Agreement, true, accurate and complete, containing no misrepresentation or omissions of any material facts that might otherwise cause such information to be misleading. Any such misrepresentation is grounds for immediate termination of the Member in RCI's election and in its sole discretion; and

K. Each Member acknowledges that the Inventory for which the Member receives a Reservation may differ in unit size, design, furnishings, amenities, facilities, and accessibility for individuals with disabilities, from the Inventory associated with the Member's deposited Vacation Time. Each Member acknowledges that it is the sole responsibility of the owner, lessor, lessee, or operator of any Inventory or Partner Services, and not the responsibility of RCI, to ensure that its accommodations, facilities, and amenities, are accessible to and usable by individuals with disabilities

in compliance with all applicable state, federal and local laws. Each Member acknowledges that RCI is not the owner, lessor, lessee, or operator of any Collection Property, Signature Selections Resort, other RCI Affiliated Resort, Partner Services, or Inventory, which RCI may, in its sole discretion, make available to Members from time to time; and

L. Neither RCI nor any person acting on RCI's behalf has made any oral or written representation or promise to a Member that is different from or not contained in the Collection Documents. Member is not relying on any such oral or written representation or promise in submitting a Member Agreement or agreeing to the terms of the Collection. Member releases any and all claims against RCI and RCI's agents based on any oral or written representation or promise not stated in the Collection Documents.

M. Member acknowledges that Member's information is subject to RCI's privacy policy which is available at www.theregistrycollection.com and can also be obtained in printed form from RCI upon Member's telephone, mail or email request.

17. ADMINISTRATION.

A. Records, Statements. RCI can make available to each Member, upon request, an account statement, on a calendar year basis, which will describe the exchange activity of the Member for the prior calendar year. A fee may be imposed for providing account statements.

B. Late Check-In. Unless a Member or Guest informs the Inventory provider that they anticipate checking in later than the arrival time designated within a confirmed Reservation, the Member or Guest risks forfeiture of such Reservation and the Member may lose the Credits used to make such Reservation, consistent with these Terms and Conditions. Inventory providers may reserve the right to refuse check-ins other than as provided for in a Confirmation provided by RCI consistent with these Terms and Conditions.

C. Separation of the Inventory providers and Collection Partners. RCI, Inventory providers, and Collection Partners are separate and distinct entities and the services provided by the Collection or RCI are separate and distinct from the products or services that are sold by or on behalf of an Inventory provider or Collection Partner. While RCI may have entered into an agreement with an Inventory provider or Collection Partner, the terms and conditions of such agreements are separate and distinct from a Member's agreement with any of the aforementioned or any other developer, marketer or seller of Vacation Ownership. Additionally, RCI does not have the ability to control the operations or the access to and usability of facilities (including access to and usability of facilities for individuals with disabilities) of any Inventory provider, Collection Partner, developer, marketer or seller of Vacation Ownership. Thus, RCI is not responsible or liable for the actions or omissions of

any Inventory provider, Collection Partner, developer, marketer or seller of Vacation Ownership. A Member's Property may be a party to an agreement with RCI. These Terms and Conditions are separate and distinct from RCI's agreement with a Property, if any. Further, these Terms and Conditions are separate and distinct from a Member's agreement with his/her Property, developer, marketer or seller of Vacation Ownership.

D. Cancellation by RCI and Withdrawal of Benefits.

i. In cases of an Event of Force Majeure (as defined in Section 24) or following suspension or termination of a Member's membership in the Collection, the Member may not receive a refund of the Credits used or fees paid for that Reservation. Additionally, all Deposits associated with such Credits will remain the property of RCI, unless released by RCI in its sole discretion. In such cases RCI shall have no further obligations to a Member.

ii. Reservations may also be cancelled or benefits withdrawn for any reason, in RCI's sole discretion, including, but not limited to:

a. A Property being terminated because it is not operated in a commercially reasonable manner that enables it to meet its obligations or is otherwise not in compliance with applicable laws, rules, regulations, or policies and procedures of RCI or the Collection, as amended from time to time, in the sole discretion of RCI, or the terms of the Affiliation Agreement or any agreement with RCI;

b. Inventory or Partner Services are withdrawn from the Collection in the event they are destroyed, condemned, uninhabitable or otherwise not suitable for use, other than as a result of an Event of Force Majeure;

c. Inventory or Collection Partners are withdrawn from the Collection due to the legal existence of the Inventory's or Collection Partner's regime being terminated;

d. An Inventory provider or Collection Partner is terminated from its relationship with the Collection due to any agreement it has with RCI being terminated or expired, or for any other reason, in RCI's sole discretion;

e. An Inventory provider or Collection Partner being the subject of a foreclosure suit, or the subject of a motion or other proceeding to place it under the control of a receiver, mortgagee in possession or bankruptcy trustee; or

f. RCI terminates the operation of the Collection.

iii. The foregoing notwithstanding RCI reserves the right to suspend or terminate any Collection

Benefits, in its sole discretion, or as may be required by law.

iv. After a Reservation is made, if RCI cancels such Reservation due to the reasons provided for in Section 17.D.ii, or for reasons within RCI's reasonable control, then RCI will make commercially reasonable efforts to locate an equivalent alternative accommodation from RCI's inventory located within the same geographic vicinity or a similar location. If after using such commercially reasonable efforts a Member cannot be relocated, RCI may reimburse the Member for any Transaction fees or Credits used to make the Confirmed Exchange. RCI shall have no additional liability whatsoever to the Member or Guest.

E. Commercial Use Prohibited. Use of the Collection is for the personal use of Members and, if permitted, their Guests and neither Members nor Guests may use the Collection for commercial purposes, or monetary or other consideration, including, without limitation, rental, auction, barter, raffle or sale of Credits, Confirmed Exchanges or Guest Certificates for example, and RCI reserves the right to limit the number of Transactions by a Member. Any commercial use shall be grounds for immediate cancellation of any Reservations without refund of any Transaction fees or Credits, and immediate termination of membership without prior notice or without having first suspended the Member and any other rights or remedies RCI may have at law.

F. Failure to Pay Vacation Ownership Expenses. If a Member fails to pay Vacation Ownership Expenses, RCI may, in its sole discretion, pay some or all of the outstanding Vacation Ownership Expenses. In that case, the Member remains liable for payment to RCI of the amount of the Vacation Ownership Expenses paid by RCI, and such amount may be treated as additional unpaid Annual Member Dues by RCI.

G. Responsible Use, Additional Fees, Damages. Members, Guests, or guests of either of them, are required to occupy and use any accommodations into which Members or Guests have exchanged, or to which Members or Guests otherwise have access, in a responsible, careful and secure manner and in accordance with the rules and regulations of the Collection, the Collection Property, Signature Selections Resort, Inventory provider, or Collection Partner. Members or Guests are responsible for the payment of any applicable taxes, personal expenses, utility charges, service or amenities charges or fees, security deposits, All-Inclusive Package fees, and all other fees or charges levied with respect to Inventory provider or Collection Partner. The foregoing notwithstanding, Members are responsible for any damages, theft, loss, or expenses, caused or incurred, by themselves, their Guests, or guests of either of them.

H. Monitoring. Communications to and from representatives of the Collection may be monitored and/or recorded for training, quality control, or any other lawful purpose.

I. 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. Although not required as a condition of membership, 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 Agreement is terminated or expires, for the maximum period of time permitted by law or until Member expressly withdraws such consent and request.

J. To the best of the Member's knowledge, none of the following has been designated as, or is, a terrorist, a "Specially Designated National" or a "Blocked Person" as defined by U.S. Executive Order 13224, and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, or otherwise: the Member, the Member's guests, or if the Member is an entity: the Member's owner(s), officers, managers, directors or employees.

18. MEMBER SUSPENSION AND TERMINATION.

A. RCI, in its sole discretion, may suspend or terminate a membership and rights to participate in the Collection. Suspension is not a precondition to termination and RCI may, in its sole discretion, terminate a Member without first suspending that Member or providing advance warning to the Member of such termination. Reasons for suspension or termination include, but are not limited to, one or more of the following:

- i. upon the expiration of the membership;
- ii. for any failure by a Member, Guest, or any guests of either of them, to comply with the terms, conditions or other requirements of the Collection Documents including, but not limited to, use of the Collection for commercial purposes and those terms and conditions of Inventory providers or Collection Partners, including, but not limited to, failure to pay any sums owed to any Inventory provider or Collection Partner;
- iii. for a failure by a Member to remain current in any sums owed to RCI or Vacation Ownership Expenses;
- iv. if a cure period is extended to a Member and the Member fails to cure the cause for a suspension within such time as determined by RCI;

v. upon termination of the affiliation with RCI of any Inventory provider at which a Member has Vacation Ownership;

vi. upon termination of the Collection;

vii. upon any requirement to do so by any local, state or federal governmental entity (or its equivalent if a foreign country), or by any laws, rules, regulations, or courts of competent jurisdiction that may apply;

viii. upon any determination by RCI, in its sole discretion, that a Member, Guest, or any guests of either of them, is abusive to any personnel of RCI, an Inventory provider or Collection Partner; or

ix. for any other reason as determined by RCI in its sole discretion.

B. If a Member's membership is suspended or terminated, the Member may not utilize the Collection Benefits. Suspension or termination of membership may preclude, without limitation, the Member from obtaining a Reservation, and RCI may cancel any Reservation, and terminate any pending Reservation requests or wait listing, all without any refund of fees, Credits, or Deposits, or any portion thereof, to the Member. Use rights associated with Deposits will remain the property of RCI, unless released by RCI, in its sole discretion. Additionally, all fees and other amounts due RCI shall be immediately due and payable to RCI.

C. In the case of a suspension, the Member's program privileges will remain suspended until such time as RCI has determined, in its sole discretion, that the Member has come into full compliance with all the terms and conditions of the Collection Documents. In the event that the Member fails to come into full compliance with the terms and conditions of the Collection Documents, then RCI, in its sole discretion, may terminate the Member.

D. In the event of termination, RCI may, in its sole discretion, grant a request by the former Member to reactivate membership. RCI may require payment of a reactivation fee, among other fees and conditions. RCI, in its sole discretion may impose other requirements and fees as a condition of reactivation.

E. If RCI terminates the Collection, all memberships and Collection Benefits shall automatically terminate, and RCI may refund any prepaid Annual Member Dues. All Deposits will remain the property of RCI in accordance with Section 16.C, unless released by RCI in its sole discretion.

19. CANCELLING A MEMBERSHIP.

A. A Member may cancel a membership at any time before its expiration or termination. **Members must contact RCI by telephone or in writing for complete**

cancellation procedures and additional items required by RCI in order to complete such cancellation, which may include, but not be limited to, additional signed documents by Member(s). In the event of such a cancellation, RCI may pay the Member a prorated refund of the Annual Member Dues for the remaining membership period as applicable, if the Member paid such a fee to RCI. RCI may also cancel any Reservations that are scheduled to occur after the date of the membership cancellation, without refunding any Transaction fee or other payment made by the Member. Deposited Vacation Time will remain the property of RCI, unless released by RCI in its sole discretion.

B. Member status ceases if a Member fails to renew his or her membership within ninety (90) days following expiration. If a former Member seeks reactivation of a membership, RCI may require payment of a reactivation fee and the Annual Member Dues. The payment of all fees due to RCI is a condition of renewal or reactivation of membership. RCI reserves the right to refuse to renew or reactivate any membership, for any reason. RCI, in its sole discretion, may impose other requirements and fees as a condition of reactivation.

20. INDEMNIFICATION. 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 Property or other Inventory, or involving personal injury or property damage, or any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission of the Member, the Guest, or guests of either of them, any party associated or affiliated with Member, the Guest, or guests of either of them, or any of the owners, officers, managers, directors, employees, agents, or contractors of the Member, Guest, or any of their affiliates. Member has no obligation to indemnify an Indemnitee for damages or other expenses arising from allegations of property damage or personal injury to the extent that a court of competent jurisdiction makes a final decision, not subject to further appeal, that the Indemnitee engaged in negligence, gross negligence or 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 if any Indemnitee determines, in his or its sole discretion, that separate and independent counsel is appropriate because of potential conflicts of interest, in which case that Indemnitee has the right to retain counsel of its choosing at its expense. 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.

21. LIMITATION OF LIABILITY AND REMEDIES.

MEMBER UNDERSTANDS AND AGREES THAT RCI OPERATES THE COLLECTION AND DOES NOT SUPPLY TRAVEL SERVICES AND NEITHER RCI NOR ANY INDEMNITEE IS RESPONSIBLE FOR OR CONTROLS THE TRAVEL-RELATED SERVICES OR BENEFITS THAT MAY BE MADE AVAILABLE TO MEMBERS BY THE COLLECTION, AND MEMBER FURTHER UNDERSTANDS AND AGREES THAT THE LIABILITY OF AND REMEDIES AVAILABLE FROM RCI AND/OR ANY INDEMNITEE ARISING OUT OF THESE TERMS AND CONDITIONS OR ANY OTHER COLLECTION DOCUMENTS ARE AND SHALL BE LIMITED AS FOLLOWS:

A. IN THE EVENT THAT RCI AND/OR ANY INDEMNITEE IS FOUND TO BE LIABLE FOR ANY DAMAGES, THE TOTAL AMOUNT OF DAMAGES A MEMBER OR GUEST MAY RECOVER SHALL BE LIMITED TO THE AMOUNT OF ANNUAL MEMBER DUES AND OTHER FEES THAT SUCH MEMBER ACTUALLY HAS PAID TO RCI DURING THE ANNUAL MEMBERSHIP IN WHICH THE LIABILITY AROSE.

B. IN NO EVENT SHALL RCI BE LIABLE TO A MEMBER OR GUEST FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE MEMBER'S PARTICIPATION IN OR USE OF THE COLLECTION.

C. RCI OR INDEMNITEE SHALL NOT BE RESPONSIBLE, IN CONTRACT, TORT OR BY STATUTE, FOR THE ACTS OR OMISSIONS AND/OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN) OF ANY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO INVENTORY PROVIDERS OR COLLECTION PARTNERS, AND MEMBER WAIVES AND RELEASES ANY CLAIM AGAINST RCI OR ANY INDEMNITEE FOR SUCH ACTS OR OMISSIONS.

D. MEMBER ACKNOWLEDGES AND UNDERSTANDS THAT NEITHER RCI NOR ANY INDEMNITEE HAS THE ABILITY TO CONTROL THE OPERATIONS OF INVENTORY PROVIDERS OR PARTNER SERVICES (TO THE EXTENT PARTNER SERVICES ARE MADE AVAILABLE), INCLUDING THE FORM OF ACCESS PROVIDED TO THEIR FACILITIES (INCLUDING ACCESS FOR INDIVIDUALS WITH DISABILITIES), AND NEITHER RCI NOR ANY INDEMNITEE SHALL BE RESPONSIBLE FOR THE ACTIONS OR OMISSIONS OF INVENTORY PROVIDERS OR COLLECTION PARTNERS.

E. MEMBER ACKNOWLEDGES AND UNDERSTANDS THAT NEITHER RCI NOR ANY

INDEMNITEE IS RESPONSIBLE FOR THE FINANCIAL VIABILITY OR THE QUALITY OF ACCOMMODATIONS, FACILITIES, AMENITIES, MANAGEMENT AND SERVICES THAT MAY BE MADE AVAILABLE THROUGH THE COLLECTION, OR FOR ENSURING COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS BY INVENTORY PROVIDERS OR COLLECTION PARTNERS.

F. THE INFORMATION THAT RCI PROVIDES TO MEMBERS AND GUESTS ABOUT INVENTORY AND PARTNER SERVICES IS BASED ON INFORMATION OBTAINED FROM THE INVENTORY PROVIDER OR COLLECTION PARTNER. RCI EXPRESSLY DISCLAIMS LIABILITY RESULTING FROM INACCURATE, INCOMPLETE, OR MISLEADING INFORMATION CONCERNING ANY INVENTORY OR PARTNER SERVICES PROVIDED BY SUCH PROVIDERS.

G. MEMBER ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 21 SHALL APPLY IF ANY LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THE NETWORK DOCUMENTS OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW, OR ANY OTHER ALLEGED FAULT ON THE PART OF RCI OR ANY INDEMNITEE.

22. RIGHTS OF RCI.

As provided to RCI in the Collection Documents, the rights provided to RCI include, but are not limited to:

A. All rights of use occupancy, access and enjoyment in respect to deposited Vacation Time;

B. In its sole discretion, waiving or modifying the application of any requirement, including, but not limited to Transaction fees otherwise existing in the Collection Documents;

C. Permitting a Collection Property or Inventory provider to make a Confirmed Exchange or Deposit and provide the Confirmed Exchange or Deposit to a Member;

D. Accepting or rejecting any Collection Member Agreements;

E. Exchanging Vacation Time in the Collection for Vacation Time in other RCI Exchange Programs; and

F. Renting, using, or disposing of Inventory or Credits for the use of Members and non-members.

With respect to this Section 22.F, RCI rents, uses, or disposes, of Inventory for several reasons that include,

but are not limited to: a determination that Inventory likely will go unused; or Inventory that is not the subject of a Reservation ninety (90) days prior to the start date of Vacation Time; or to offset the costs associated with acquiring Inventory from third party sources which is exchanged into by a Member; or to offset the costs associated with providing Members the opportunity to acquire other vacation-related products or benefits.

23. COLLECTION INTEGRITY. In addition to all other rights provided to RCI in the Collection Documents, RCI shall have the right to take such actions, as determined by RCI, in its sole judgment and discretion, to ensure the continuing integrity and/or profitability of the Collection. Such actions may include, but are not limited to, restricting the amount and type of Inventory Members may deposit, restricting Members' ability to access Partner Services, restricting the timing or amount of Credits that may be saved, borrowed or rented, restricting the number of Guest Certificates a Member may obtain or adjusting the number of Credits assigned to Vacation Time.

24. 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 in this Section 24), then RCI shall be excused from further performance to the affected Member without obligation to refund or return the Deposit used for the Reservation or any amounts that were paid by the affected Member. The term "Event of Force Majeure", as used in the Collection Documents, 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, quarantine or nuclear disaster; or (ii) action by a governmental authority, a court, appointment of a receiver or mortgagee in possession, or assignment for the benefit of creditors; 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; or (iv) any other cause or circumstance beyond RCI's reasonable control. Notwithstanding RCI's inability to perform any obligation hereunder, the Member's obligations hereunder shall continue.

25. LEGAL MATTERS.

A. Partial Invalidity. If all or any part of a provision of these Terms and Conditions is declared invalid or unenforceable, for any reason, the remainder of the Terms and Conditions shall be enforced to the fullest extent permitted by law. Any such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties as set forth herein.

B. Waivers, Modifications and Approvals. 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. RCI's silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification, or estoppel. If RCI allows Member to deviate from these Terms and Conditions as confirmed in writing, RCI may insist on strict compliance with such term, condition, or obligation by that Member at any time upon written notice.

C. Notices.

i. Notices to Members will be effective and deemed given on the date first published on Collection's website at www.theregistrycollection.com. Alternatively, RCI may deliver notices to Members in writing by mail, or by electronic mail to an email address provided by the Member to RCI. Member consents to receive electronic mail from RCI for notice purposes. Such alternative notices shall be deemed given on the date sent to Members.

ii. Notice to RCI will be effective if delivered in writing by mail, or by electronic mail, at the addresses set forth in Section 8.C above. Notices shall be deemed effective on the date received by RCI.

D. Miscellaneous. These Terms and Conditions are exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between RCI and any other party is for Member's benefit. The section headings in these Terms and Conditions are for convenience of reference only.

26. CHOICE OF LAW; VENUE; DISPUTE RESOLUTION.

A. Governing Law. These Terms and Conditions and the Collection will be governed by and construed under the laws of the State of New Jersey without regard to its conflicts of law principles.

B. Jurisdiction. Member consents and waives Member's objection to the 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 disputes arising out of or relating to the Collection or the relationship between any Member, Guest, or the guests of either, and RCI or any of the Indemnitees.

C. WAIVER OF JURY TRIAL. THE PARTIES, FOR THEMSELVES AND FOR THEIR SUCCESSORS AND ASSIGNS, WAIVE THE RIGHT TO A JURY TRIAL FOR ANY ACTION ARISING OUT OF OR RELATED TO THE COLLECTION OR THE RELATIONSHIP BETWEEN ANY MEMBER, GUEST, OR ANY GUEST OF EITHER, AND RCI OR ANY OF THE INDEMNITEES.

D. 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 the Collection in general, and RCI prevails, that Member or Guest shall, without limitation, pay all costs incurred by RCI in defending or bringing such action, including reasonable attorneys' fees, paralegal fees, and court costs.

27. TRADEMARKS. RESORT CONDOMINIUMS INTERNATIONAL, WYNDHAM DESTINATION NETWORK, THE REGISTRY COLLECTION, SIGNATURE SELECTIONS, WYNDHAM DESTINATIONS, INC. and RCI, and any respective marks and designs are trademarks or service marks that may not be used without the prior written permission of the owners of such marks. Other brand names may be trademarks or service marks of their respective owners.

28. ENTIRE AGREEMENT.

A. The Collection Documents constitute the entire agreement between RCI and the Member with respect to the subject matter set forth in the Collection Documents, and supersede all previous and contemporaneous communications, representations, or agreements, either oral or written, between RCI and the Member relating to that subject matter.

B. There are no express or implied covenants or warranties, oral or written, between RCI and the Member except as expressly stated in the Collection Documents.

C. RCI may amend the Collection Documents at any time in its sole discretion, without advance notice, in writing, upon compliance with the notice provisions set forth in Section 25.C.i.