

## Web Site Terms of Use

Welcome to the **RCI, LLC** (operating as Resort Condominiums International, LLC in CO, IN, NC, NJ, NV and OH) ("**RCI**") and **RESORT RENTAL, LLC** (operating as Holiday Rentals, LLC in MD and TX) ("**RR**") Web Site. RCI and RR provide and make available this Web Site subject to the following: (1) Web Site Terms of Use and (2) Transaction Terms and Conditions (together, the "**Terms**"). These Terms explain a contractual agreement between you ("**user**," "**you**" and "**your**") and RCI and RR regarding your use of this Web Site. RCI, RR and any and all entities that control, are affiliated or under common control with RCI and RR are collectively referred to hereunder as "**we**," "**us**" and "**our**." You should print a copy of these Terms for your records. Please note, however, that we may update and amend these Terms from time to time as we deem necessary in our sole discretion. Moreover, if any provision of the Terms is held to be invalid or unenforceable, such provision will be struck and the remaining provisions enforced. Headings are for reference purposes only. The provisions and conditions of each of the Terms, and each obligation referenced herein, represent the entire Agreement between us (including the Providers), our affiliated or related entities, and you, and supersede any prior agreements or understandings not incorporated herein. In the event that any inconsistencies exist between the Terms and any future published terms of use or understanding, the last published Terms shall prevail.

### 1. WHAT YOU SHOULD KNOW & HOW CHANGES CAN BE MADE

The primary goal of this Web Site is to provide you with access to information about our businesses, facilities, services, products, and related links to meet your needs with respect to these businesses, facilities, services and products (the "**Content**"). These Terms are meant to protect all of the visitors to and users of this Web Site, and your access to and use of this Web Site signifies your agreement with these Terms. **DO NOT USE THIS WEB SITE IF YOU DO NOT AGREE WITH THESE TERMS.** We reserve the right, in our sole discretion, to modify, alter or otherwise update these Terms, or to change or delete any features of this Web Site, at any time. Such modifications, alterations, and updates to the Terms shall be effective immediately upon posting. You agree to be bound by such modified, altered and updated Terms if you access or use this Web Site after we have posted notice of such modifications, alterations or updates. **IF YOU DO NOT AGREE WITH ANY OF THE MODIFIED, ALTERED OR UPDATED TERMS, THEN YOU SHOULD NOT USE THIS WEB SITE AFTER SUCH MODIFICATIONS, ALTERATIONS OR UPDATES HAVE BEEN POSTED.**

Some of the information provided on this Web Site (including but not limited to descriptions of resorts, locales and activities) has been obtained from third parties and is provided for informational purposes only. RCI is not liable for any inaccuracies in any third party information provided on this Web Site and does not endorse any of the activities, guides, vendors or service providers described. It is your responsibility to investigate the safety and suitability of any activity, and the credentials and fitness of any third party guide, vendor or service provider. RCI expressly denies any liability for engagement in any activity, and for use of any third party guide, vendor or service provider that may be mentioned or described on this Web Site. Additional fees, terms and conditions, and restrictions may apply to any activity or service and are determined solely by the third party vendor, guide, or service provider. Please contact the third party service provider, guide or vendor for complete details. RCI does not book, nor does it make any representations regarding the availability of third party activities or services.

This Web Site will permit you to link to many other web sites that may or may not be affiliated with this Web Site or with us. Section 7 below contains additional information about these other linked web sites. These other linked web sites, including the web sites of our affiliated companies, as well as the web sites of our third party content providers, merchants, business partners, sponsors and licensors (collectively the "**Providers**"), may have different terms of use that are not the same as these Terms. **Your access to and use of such linked web**

sites through links provided on this Web Site are not governed by these Terms but, instead, are governed by the terms of use and policies of those web sites, and we disclaim any and all responsibility for your access to and use of such linked web sites.

You should note that these Terms contain additional disclaimers and limitations on our liability, which can be found in Sections 9 and 10 below. Please read these carefully and make sure that you understand them before continuing with your use of this Web Site.

## 2. PRIVACY

Registration data and certain other information about you that you may submit or provide to us through this Web Site is subject to our Privacy Policies. For more information about our use and protection of your information, please review RCI's Internet Privacy Policy at <http://click.rci.com/h/QLRKR/3Z670/N9/AKHN> and RR's Internet Privacy Policy at <http://www.wyndham-vacations.com/main.taf?p=0,3>.

## 3. USE OF THIS WEB SITE & INTELLECTUAL PROPERTY RIGHTS

We control and (either we or through our third party hosts) operate this Web Site. All Content on this Web Site, including, but not limited to, text, images, illustrations, graphics, logos, digital downloads, data, software, headers, icons, scripts, audio clips, and video clips, is the property of RCI, RR or our Providers, and is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by and subject to United States and international copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes). The Content is owned and controlled by RCI and RR, our affiliated or related entities, or the Providers that have licensed or otherwise made available their content or the right to market their products and/or services to us. 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, and may not be used in any manner that is likely to cause confusion among our customers, other users of this Web Site, or the general public. You agree to abide by all additional copyright notices, information, or restrictions contained in or with any Content.

You may download or make a single copy of any Content contained on this Web Site solely for your personal, non-commercial use, consistent with these Terms, provided that you maintain all copyright and other notices contained in or with such Content. Except as otherwise specified above, you may not copy, reproduce, duplicate, republish, upload, post, transmit, distribute, sell and/or exploit the Content in any way (including by e-mail or other electronic means) for commercial use without the prior written consent of RCI, RR or the Providers. You may request consent by faxing a request to the **General Counsel** at 973.753-6207. Your modification of the Content, use of the Content on any other linked Web site or networked computer environment, or use of the Content for any purpose other than personal, non-commercial use, without the prior written consent of RCI, RR or the Providers, violates the intellectual property rights and proprietary rights of the Content owners and is strictly prohibited.

You may not use any registered or unregistered trademarks, service marks, copyrighted materials or other proprietary information or intellectual property appearing on this Web Site, including, but not limited to, any logos, images or characters, and also including any meta tags or similar code or hidden text or elements containing such information or property, without the express written consent of the owner of the mark or copyright. You may not frame any trademarks, service marks, copyrights, logos, images, text, or other proprietary information or intellectual property of RCI or RR, or otherwise incorporate into another Web site any of the Content or other materials on this Web Site, without our express prior written

consent. You may not deep link to any page of portions of this Web Site without our prior written consent. You may, however, create or provide a hypertext link or hyperlink to the home page of this Web Site provided that you do not make or attribute to us, our affiliated or related entities or Providers any false, misleading, defamatory, libelous, derogatory, or offensive statements. Any such link cannot include any logos, graphics or trademarks of RCI, RR, or our affiliated or related entities or Providers without our express prior written consent.

Violation of trademark and copyright laws ("**Infringement**") may result in significant civil liability or criminal penalties under United States and/or international copyright and trademark laws. You recognize that any reproduction or use of Content, copyrights, trademarks, service marks, or other intellectual property on this Web Site, except as authorized by these Terms, is considered intentional Infringement.

### **Notice and Procedure for Making Claims of Copyright Infringement**

If you believe that your work has been copied and posted on this Web Site in a way that constitutes copyright infringement, please provide our Agent for Notification of Claims of Copyright Infringement the information specified below.

- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Web Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

Written notification containing the information set forth above must be submitted to the following Agent for Notice of Claims of Copyright Infringement:

Susan L. Crane  
Wyndham Worldwide Corporation  
22 Sylvan Way  
Parsippany, NJ 07054  
Telephone Number of Designated Agent: (973) 753-6667  
Facsimile Number of Designated Agent: (973) 753-6620  
Email Address of Designated Agent: [copyright.violations@wyndhamworldwide.com](mailto:copyright.violations@wyndhamworldwide.com)

### **4. USER'S RESPONSIBILITIES**

You warrant and represent to us that you will not use this Web Site for any purpose that is unlawful, illegal or prohibited by these Terms, including, without limitation, the sending, posting, transmitting, displaying, distributing, or knowingly receiving of or searching for any threatening, harassing, libelous, defamatory, obscene, scandalous, inflammatory, sexually oriented, pornographic, or profane material, content or images, or other images, content or messages that might be considered lewd, lascivious, excessively violent or otherwise offensive. If you violate any of these Terms, your permission to use this Web Site immediately terminates without the necessity of any notice. We, at our sole discretion, retain the right to deny access to this Web Site to anyone for any reason, including for violation of these Terms. Some of these types of violations are more fully described below in Section 5.

You are solely responsible for the content, accuracy and your use of your Information, and we merely 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 or through this Web Site and any information or data that is generated by this Web Site as a result of your use of or access to this Web Site. Certain special rules and restrictions may apply to your personally identifiable Information. For more information regarding these special rules and restrictions please review RCI's Internet Privacy Policy at <http://click.rci.com/h/QLRKR/3Z67O/N9/AKHN> and RR's Internet Privacy Policy at <http://www.wyndham-vacations.com/main.taf?p=0,3>.

In the event that you are provided with user identification numbers or codes (collectively, "**ID's**"), Confirmation numbers, and/or passwords (as applicable) in the use of this Web Site, you shall maintain such user ID's, 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's, Confirmation numbers, or passwords. It is also your responsibility to immediately request discontinuation of an ID, Confirmation number, or password upon your knowledge or belief that such ID, Confirmation number, and/or password is or may be subject to theft, unauthorized use or access, or a breach of confidentiality. We may suspend or terminate your service or access to this Web Site if we believe that such theft, use, access or breach, or any other breach of these Terms, has occurred.

You agree that any Information that you provide will be 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 relating to, and to refuse any and all current or future use of, this Web Site.

## 5. 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, or waste of valuable time for, the Web Site's infrastructure or resources, including, but not limited to, sending or promoting the distribution of "spam," "junk mail," chain letters, or other such unsolicited or unlawful mass e-mailing techniques;

(b) disclose to, or share with, any unauthorized third parties the ID's, assigned Confirmation numbers and/or passwords, or use the ID's, assigned Confirmation numbers and/or passwords for any unauthorized purpose, or otherwise allow or facilitate others to gain access to our information technology systems, environments, networks, files, data or accounts through the use of the ID's, assigned Confirmation numbers and/or passwords;

(c) access or attempt to access our information technology systems, environments, networks, files, data or accounts to which express authorization has not been obtained (including access to data not intended for you), or log into a server or account that you are not authorized to access;

(d) attempt to decipher, decompile, disassemble, modify, remove or reverse engineer any of the software or HTML code comprising or in any way making up a part of this Web Site;

(e) interfere with, disrupt, disable or damage (or attempt to interfere with, disrupt, disable or damage), in an unauthorized manner, the use or operation of this Web Site or our, our affiliated or related entities' or the Providers' systems, equipment or applications, or service to

any user, host, or network, including by use of any programs, scripts, commands, viruses, worms, web bugs, harmful code, Trojan horses, other contaminants, or otherwise. This includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload a service or to burden excessively a service's resources, attempts to "crash" a host, and modifying or rerouting any Content or services provided at this Web Site;

(f) attempt to circumvent or subvert system or network security (i.e., authentication) mechanisms, or probe the security of any system, network, or account, associated or used in conjunction with this Web Site;

(g) upload, post, email or otherwise transmit any Information, Content, or proprietary rights that you do not have a right to transmit under the Terms, or under any law or other contractual or fiduciary relationship; and

(h) use any robot, spider, intelligent agent, meta-searching, other automatic device, or manual process to search, monitor or copy our Web Site pages or the Content in violation of the Terms or 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.

## 6. 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, copy, modify, publish, distribute, perform and display such Information (in whole or part) on worldwide basis; provided that such use is in accordance with the terms of RCI's Internet Privacy Policy:

<http://click.rci.com/h/QLRKR/3Z67O/N9/AKHN> and RR's Internet Privacy Policy:  
<http://www.wyndham-vacations.com/main.taf?p=0,3>.

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, affiliated or related entities, users, and the public.

## 7. LINKS TO THIRD PARTY WEB SITES

This Web Site may contain links to third-party or Provider Web sites not under our control or operation (the "**Linked Sites**"). The links will let you leave this Web Site and be directed to and access the Linked Sites, which you access at your own risk. You acknowledge that we provide the Linked Sites for your convenience and information only. We do not endorse, nor are we responsible for, any content, information, or other related materials, products or services found at any such Linked Sites or any links contained within such Linked Sites, whether or not we are affiliated with the owners of such Linked Sites. Except as otherwise specified in these Terms or pursuant to our express written consent, you may not establish a hyperlink to this Web Site from your web site or the Linked Sites, or provide any links that state or imply any sponsorship or endorsement of your web site or the Linked Sites by us or the Providers.

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associated with such dealings, are solely between you and such advertisers. **You agree that we (and our affiliated or related entities and the Providers) shall neither be responsible nor liable for any loss or damage incurred by you as the result of any such dealings or as the result of the presence of such advertisers on or through this Web Site or the Linked Sites.**

## **9. NO WARRANTIES**

**ALL CONTENT, PRODUCTS AND SERVICES ON THIS WEB SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. OTHER THAN THOSE WARRANTIES WHICH, UNDER THE U.S. LAWS APPLICABLE TO THESE TERMS, ARE IMPLIED BY LAW AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**NONE OF RCI, RR, NOR OUR AFFILIATED OR RELATED ENTITIES, NOR THE PROVIDERS, NOR ANY PERSON INVOLVED IN THE CREATION, PRODUCTION, HOSTING OR DISTRIBUTION OF THIS WEB SITE, WARRANT THAT THE FUNCTIONS, FEATURES OR SERVICES 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 CONTENT, SERVICE, AND MERCHANDISE PROVIDED OR ACQUIRED PURSUANT TO YOUR USE OF THIS WEB SITE.**

**WE ARE A DISTRIBUTOR, AND NOT A PUBLISHER, OF THE INFORMATION AND CONTENT AT THIS WEB SITE. WE HAVE NO MORE EDITORIAL CONTROL OVER SUCH INFORMATION AND CONTENT THAN DOES A PUBLIC LIBRARY OR NEWSSTAND. ANY OPINIONS, ADVICE, STATEMENTS, SERVICES, OFFERS, OR OTHER INFORMATION EXPRESSED OR MADE AVAILABLE BY THIRD PARTIES OR PROVIDERS (INCLUDING IN THE LINKED SITES) ARE THOSE OF THE RESPECTIVE AUTHORS OR DISTRIBUTORS OF SUCH INFORMATION AND CONTENT.**

**YOUR USE OF THIS WEB SITE IS AT YOUR OWN RISK. YOU (AND NOT WE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING (INCLUDING, WITHOUT LIMITATION, YOUR INTERNET CONNECTION) AND REPAIR OR CORRECTION OF YOUR COMPUTER, NETWORK AND SYSTEM.**

## **10. LIMITATION OF LIABILITY**

**IN NO EVENT SHALL WE, OUR AFFILIATED OR RELATED ENTITIES OR PROVIDERS, OR ANY OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, OR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION, DISTRIBUTION OR HOSTING OF THIS WEB SITE, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER WE (OR OUR AFFILIATED OR RELATED ENTITIES OR PROVIDERS) KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM THE USE OR ATTEMPTED USE OF THIS WEB SITE OR ANY OTHER LINKED SITE.**

**OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATED AND RELATED ENTITIES AND PROVIDERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE, IS LIMITED TO THE LESSER OF (A) THE AMOUNT OF FEES, IF ANY, YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) \$500. SOME STATES MAY NOT ALLOW FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.**

BY WAY OF EXAMPLE ONLY, WE AND OUR RELATED PERSONS AND ENTITIES SHALL 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 CONTENT, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THIS WEB SITE. MOREOVER, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES.

THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION 10 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVIDED IN THESE TERMS INURE TO OUR BENEFIT AND TO THE BENEFIT OF THE PROVIDERS, AND TO ALL RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND AGENTS.

## **11. GOVERNING LAW AND JURISDICTION**

We operate this Web Site (excluding the Linked Sites, over which we have no authority or control) from our offices within the State of New Jersey (which may be subject to change from time to time at our sole discretion). The Web Site can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of New Jersey, by accessing this Web Site, you agree that these Terms and your use of the Web Site shall be governed in all respect by the internal substantive laws of the State of New Jersey, without regard to any conflict of laws provisions, and shall not be governed by the United Nations Convention on the International Sale of Goods. You further agree to submit to the exclusive jurisdiction and venue in the state and federal courts located in the State of New Jersey for all disputes, cases and controversies regarding this Web Site, your use of this Web Site, and your relationship with us. We make no representation that materials on this Web Site are appropriate or available for use in other locations, and accessing them from territories where the Content is illegal is prohibited. Those who choose to access this Web Site from other locations do so at their own risk and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the United States or the country in which they reside.

## **12. INDEMNIFICATION**

We reserve the right to report any wrongdoing, if and when we become aware of it, to any applicable government or law enforcement agencies. You agree to indemnify, defend and hold us and the Providers, our and their respective officers, directors, employees, affiliated and related entities, agents, licensors, and suppliers, harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees) resulting from your use of this Web Site, your breach of any provision of these Terms and any negligent acts, omissions or intentional wrongdoing by You. Any such indemnification shall be conditioned on us: (a) notifying you in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (b) cooperating with you in the defense or settlement thereof; and (c) allowing you to control such defense or settlement. We shall be entitled to participate in such defense at our own cost and expense.



### **13. MESSAGE BOARDS**

In the event that we provide message boards, web logs or blogs, or discussion forums on this Web Site (the "**Forums**"), you agree to use the Forums only for personal purposes in a noncommercial manner. You shall not, without our express written approval, distribute or otherwise publish any material containing any solicitation of funds, advertising, or written solicitation for goods and services. You agree that any uploaded materials may be republished without compensation to you or any other person or entity. In addition, you warrant that all moral rights in any uploaded materials have been waived. While we do not and cannot review every message posted by you or any other user in the Forums, and although we are not responsible for these messages, we reserve the right (but not the obligation) to delete, move, or edit messages that we, in our sole discretion, deem abusive, defamatory, obscene, in violation of copyright or trademark laws, in violation of these Terms, or otherwise unacceptable. We do not endorse any information that may be posted on this Web Site through the Forums.

You agree that you must evaluate, and bear all risks associated with, the use of any messages, information, or Content associated with the Forums, including any reliance on the accuracy, completeness, or usefulness of such messages, information, or Content. In this regard, you acknowledge that you may not rely on any Content we create or information submitted to us by third parties, including without limitation, information in the Forums, and in all other parts of this Web Site.

### **14. OTHER GENERAL PROVISIONS**

These Terms are for the benefit of us and the Providers, our and their respective officers, directors, employees, affiliated and related entities, agents, licensors, and suppliers. Each of these individuals and entities shall have the right to assert and enforce these Terms directly against you on its (or their own) behalf. Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to subsequent or similar breaches.

You and we are dealing at arms' length and creating a commercial relationship. We are not your Agent or your fiduciary. Many of our businesses and facilities may be independently owned and operated by independent franchisees and licensees. In such cases, these franchisees and licensees manage and operate the facilities, and they are the employers of all employees and contractors who work at the facilities. These franchisees are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

## **TRANSACTION TERMS AND CONDITIONS**

Exchange transactions booked by you through this Web Site are through RCI, LLC. Rental transactions booked by you through this Web Site are through Resort Rental, LLC (operating as Holiday Rentals, LLC in MD and TX.)

Additional terms and conditions may apply to reservations made, purchases of goods and services, and other uses of portions of this Web Site, and you agree to abide by all other applicable terms and conditions including, but not limited to, paying all amounts owed to RCI or RR on a timely basis and complying with all rules and restrictions regarding the availability of products and services. These additional terms and conditions include, but are not limited to, the following:



We reserve the right to retract any offer we make on this Web Site or reject any offer we receive for any reason. Prices and availability of any accommodations are subject to change without notice to you.

Reservations confirmed hereunder (the "**Confirmation**") are valid only if issued by RCI or RR. Upon receipt, please check all of the details in the Confirmation and notify us immediately if anything is incorrect, as changes to any aspect of the Confirmation may be treated by RCI or RR and the Providers as a cancellation.

You may place a hold on a particular accommodation for a twenty-four (24) hour period without confirming such accommodation. If you do not confirm the particular accommodation within such time period, the hold will be released and the accommodation will be available for confirmation by others.

The total number of people occupying any accommodation must not exceed the maximum occupancy of the particular accommodation set forth in the Confirmation; otherwise, and at the sole discretion of the applicable resort and/or Provider, access may be refused or the applicable resort and/or Provider of the accommodation may levy additional charges.

You are solely responsible for payment of any applicable taxes, gratuities, personal expenses, utility charges, security deposits, and other fees or charges levied by a resort or Provider for the use of amenities and facilities.

You and your guests must occupy and use any accommodation in a responsible, careful, and secure manner. You are responsible for any acts and omissions which result in any damage, theft, or loss caused by you or your guests while using the accommodation. You must be at least twenty-one (21) years of age to confirm accommodations on this Web Site. In some instances, the minimum age to make a reservation may be higher where required by a resort or Provider of accommodation.

Any complaints about the accommodations or services provided at a resort should be made, in writing, at the earliest opportunity to a person in authority at the resort and to us.

A Confirmation may not be used for any commercial purpose, including the rental or sale of the accommodation which is represented by such Confirmation. A Confirmation may only be used by the person whose name(s) appears on the Confirmation.

We reserve the right to cancel your Confirmation if payment for any accommodation is rejected by your bank or credit card company.

Destinations and travel times are subject to availability and confirmed on a first come, first served basis. RCI and RR's offers include only accommodations and specifically exclude travel costs and other expenses that may be incurred. Taxes, additional fees and charges may apply. Mexican resorts may charge a mandatory all-inclusive fee. Promotional discounts and offers may not apply to all properties. An offer may not be combined with any other promotion, discount, or coupon. Other restrictions may apply. Offers void where prohibited by law.

If we should be prevented, hindered or delayed in the performance of any obligation hereunder including, but not limited to, providing lodging accommodations due to an Event of Force Majeure (as defined below) beyond our reasonable control, then we shall be excused from further performance and no refund of any amounts paid by you will be made and you waive any and all claims against us. The term "**Event of Force Majeure**", as used herein, shall mean (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 or threatened act of terrorism, sabotage, blockade, embargo, accident, epidemic, or quarantine; (ii) an action by a governmental authority which prevents or delays

performance of our obligations hereunder; or (iii) a strike, lockout or other labor unrest resulting from any cause and whether or not the demands of the employees involved are reasonable or within our power to concede.

**RCI, RR AND ITS AFFILIATES HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, FORCE MAJEURE, OR OTHER CAUSES BEYOND THEIR DIRECT CONTROL.**

### **1. CANCELLATION POLICY WITH REGARD TO EXCHANGES:**

Please review the RCI Cancellation Policy contained within the RCI® Weeks or RCI Points® Disclosure Guides (as applicable to your Subscribing Membership) at:  
[http://www.rci.com/RCI/RCIW/RCIW\\_index?body=RCIW\\_Disclosure](http://www.rci.com/RCI/RCIW/RCIW_index?body=RCIW_Disclosure)

### **2. CANCELLATION POLICY WITH REGARD TO RENTALS:**

Unless otherwise indicated either: (a) on the resort or accommodation detail sheet or (b) by **RR** when making a reservation, the following cancellation policy shall apply:

If a Confirmation is cancelled at least ninety-one (91) days prior to the travel date, we will refund one hundred (100%) percent of the total rental fee, less the booking fee.

If a Confirmation is cancelled between sixty-one (61) days and ninety (90) days prior to the travel date, we will refund fifty percent (50%) of the total rental fee, less the booking fee.

If a Confirmation is cancelled between thirty-one (31) and sixty (60) days prior to the travel date, we will refund twenty-five percent (25%) of the total rental fee, less the booking fee.

**If a Confirmation is cancelled thirty (30) days or less prior to the travel date, there will be no refund.**

### **3. SELLER OF TRAVEL DISCLOSURE FOR RCI, LLC AND dba's of RCI, LLC**

California: CST-2046555-50. Registration as a seller of travel does not constitute approval by the State of California. RCI is not a participant in the Travel Consumer Restitution Fund. California law requires certain sellers of travel to have a trust account or bond. RCI has a bond issued by Travelers Casualty and Surety Company of America in the amount of \$50,000.00. Florida: Fla. Seller of Travel Reg. No. ST-26552. Washington: Seller of Travel Reg. No. 602357907. Cancellation and change penalties may apply to these arrangements. Details will be provided upon request. **If transportation or other services are canceled by the seller of travel, all sums paid to the seller of travel for services not performed in accordance with the contract between the seller of travel and the purchaser will be refunded within thirty days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within fourteen days after cancellation by the seller of travel to the purchaser unless the purchaser requests the seller of travel to apply the money to another travel product and/or date.**

#### **NEVADA:**

#### **RECOVERY FUND FOR CONSUMERS DAMAGED BY SELLERS OF TRAVEL**

**You may be eligible for payment from the Recovery Fund if you have paid money to a seller of travel registered in this state for the purchase of travel services or a vacation certificate and you have suffered certain financial damages as a result of the transaction. To obtain information relating to your rights under the Recovery Fund and the filing of a claim for recovery from the Recovery Fund, you may contact the Consumer Affairs Division of the Department of Business and Industry**

at the following locations:

**SOUTHERN NEVADA: 1850 East Sahara Avenue, Suite 101  
Las Vegas, Nevada 89104  
Phone: 702-486-7355  
Fax: 702-486-7371  
[ncad@fyiconsumer.org](mailto:ncad@fyiconsumer.org)**

**NORTHERN NEVADA: 4600 Kietzke Lane  
Building B, Suite 113  
Reno, Nevada 89502  
Phone: 775-688-1800  
Fax: 775-688-1803**

**4. SELLER OF TRAVEL DISCLOSURE FOR RESORT RENTAL, LLC and dba's of RESORT RENTAL, LLC**

California: 2081369-50. Registration as a seller of travel does not constitute approval by the State of California. Resort Rental, LLC is not a participant in the Travel Consumer Restitution Fund. California law requires certain sellers of travel to have a trust account or bond. Resort Rental, LLC has a bond issued by RLI Insurance Company in the amount of \$100,000.00. Florida: Fla. Seller of Travel Ref. No. ST-36515. Washington: Seller of Travel Reg. No. 602560941. Cancellation and change penalties may apply to these arrangements. Details will be provided upon request. **If transportation or other services are canceled by the seller of travel, all sums paid to the seller of travel for services not performed in accordance with the contract between the seller of travel and the purchaser will be refunded within thirty days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within fourteen days after cancellation by the seller of travel to the purchaser unless the purchaser requests the seller of travel to apply the money to another travel product and/or date.**

**NEVADA:**

**RECOVERY FUND FOR CONSUMERS  
DAMAGED BY SELLERS OF TRAVEL**

**You may be eligible for payment from the Recovery Fund if you have paid money to a seller of travel registered in this state for the purchase of travel services or a vacation certificate and you have suffered certain financial damages as a result of the transaction. To obtain information relating to your rights under the Recovery Fund and the filing of a claim for recovery from the Recovery Fund, you may contact the Consumer Affairs Division of the Department of Business and Industry at the following locations:**

**SOUTHERN NEVADA: 1850 East Sahara Avenue, Suite 101  
Las Vegas, Nevada 89104  
Phone: 702-486-7355  
Fax: 702-486-7371  
[ncad@fyiconsumer.org](mailto:ncad@fyiconsumer.org)**

**NORTHERN NEVADA: 4600 Kietzke Lane  
Building B, Suite 113  
Reno, Nevada 89502  
Phone: 775-688-1800  
Fax: 775-688-1803  
[renoCAD@fyiconsumer.org](mailto:renoCAD@fyiconsumer.org)**

This offer and inventory is made available by RCI, LLC (operating as Resort Condominiums International, LLC in CO, IN, NC, NJ, NV and OH) and Resort Rental, LLC (operating as Holiday Rentals, LLC in MD and TX), both Indiana-licensed limited liability companies, whose principal broker is **Donald J. Killingback**.

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Resort Rental, LLC, 7 Sylvan Way, Parsippany, NJ 07054

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