

TERMS AND CONDITIONS OF RCI WEEKS SUBSCRIBING MEMBERSHIP

1. INTRODUCTION

1.1 These Terms of Membership set out the legally binding contract between RCI India Pvt Ltd ("RCI" or "we") and each person who has or has had the legal right to own, occupy or use accommodation ("Holiday Ownership") in a resort or holiday plan which has or was affiliated to RCI (an "Affiliated Resort") and who applies or is or was accepted for membership of RCI or who uses or has used the RCI Exchange Programme or RCI's other programmes ("Members" or "you").

1.2 "Corporate Participant" refers to a Member whose fees for an enrolment and renewal are paid to RCI by an entity or organization with which RCI has a contractual agreement to offer the RCI Exchange Programme or RCI's other programmes and not by the Member himself.

1.3 These Terms of Membership will apply to all programmes or services offered by RCI to Members, their traveling companions and their guests ("Guests") who exchange into the RCI exchange programme ("RCI Exchange Programme") together with any other applicable terms and conditions notified to you by RCI.

1.4 Your decision to buy Holiday Ownership should be based primarily on the benefits to be gained from the ownership, use and enjoyment of your Holiday Ownership at the Affiliated Resort and not on the anticipated benefits of exchanging it through the RCI Exchange Programme.

1.5 These Terms of Membership shall be governed by and construed in accordance with the laws of India, whatever the nationality of the Member.

1.6 Where these Terms of Membership are translated into a language other than English, the English text shall prevail.

1.7 Programmes or services offered at RCI's discretion through RCI or by third parties with the permission of RCI are subject to separate terms and conditions which will be notified to you at the time such offers are made.

2. RCI EXCHANGE PROGRAMME

2.1 Members who pay the appropriate fees referred to in these Terms of Membership and otherwise comply with these Terms of Membership will be permitted to participate in the RCI Exchange Programme. Some limited exceptions may apply such as in the case of a Corporate Participant whose fees have been fully paid by an authorized third party.

2.2 The RCI Directory of Resorts and other RCI publications will be sent to Members from time to time. Replacement copies are available for a fee.

2.3 Options available to Members for the exchange of Holiday Ownership rights and the procedures and conditions governing them are set out in the RCI Directory of Resorts and other RCI publications from time to time. Such procedures and conditions are incorporated in these Terms of Membership in brief.

2.4 RCI reserves the right to refuse instructions relating to your Holiday Ownership received from non-Members, Guests and/or any other third parties unless confirmation is received in writing from you that such persons are acting with your authority.

2.5 From time to time RCI may offer Members the choice, for an additional fee, to enroll in "Premium" membership arrangements which offer additional benefits. Such benefits may include but are not limited to discounts on last minute unit upgrades, advance access to certain inventory, and rebates and discounts on other products and services. Fees and benefits for "Premium" memberships will be determined by RCI and may change from time to time without advance notice to the member. RCI, at its sole discretion, may suspend, amend, cease to offer or otherwise limit any "Premium" membership options at any time. Such "Premium membership" options are subject to additional terms and conditions full details of which will be available on www.rci.com. Some products and services available to "Premium" Members may be provided by third parties and may be subject to separate terms and conditions of such third parties.

3. YOUR FINANCIAL PROTECTION

The RCI Exchange Programme is not covered by any applicable Scheme of Financial Protection and does not form part of a package holiday regulated by any law for the time being in force in India (if any).

4. RELATIONSHIP BETWEEN RCI AND ITS AFFILIATED RESORTS

4.1 RCI and the developer, marketer, seller, trustee, owners association and management of the Affiliated Resort are separate and distinct entities and RCI has no joint venture, partnership or agency relationship with any of them. The RCI Exchange Programme and the products or services that are sold by or on behalf of Affiliated Resorts, including but not limited to Holiday Ownership, are also separate and distinct.

4.2 RCI makes no promise or representation (other than any made in writing by RCI) about any Affiliated Resort, the title of the owner or trustee of the Affiliated Resort or the management of the Affiliated Resort by the management company. Members must make their own enquiries and satisfy themselves on such matters.

4.3 At the time of publication, RCI does not develop, sell or market Holiday Ownerships. However, there is a contract between RCI and each Affiliated Resort enabling owners of Holiday Ownership at an Affiliated Resort to apply for membership of RCI.

4.4 If the Affiliated Resort does not fully fill its contractual obligations to RCI or if the resort affiliation agreement ends for any reason, the resort may lose its Affiliated Resort status and RCI may at its sole discretion suspend or terminate the rights of Members who have Holiday Ownership at that resort.

4.5 These Terms of Membership are separate and distinct from your agreement(s) with the developer, marketer, seller, trustee, owners association and/or management of the Affiliated Resort.

4.6 Information about Affiliated Resorts published by RCI, including but not limited to, facilities, amenities and services, is solely derived from information produced and provided by the relevant Affiliated Resort. You should be aware that facilities, amenities and services provided at the Affiliated Resort may be withdrawn without notice at the discretion of the Affiliated Resort or may be restricted at certain times of the year. Members must make their own enquiries about a resort description and satisfy themselves that an Affiliated Resort will meet all their needs, particularly if traveling out of season. Although RCI makes reasonable efforts to ensure that resort information published on behalf of Affiliated Resorts by RCI is accurate and up to date, RCI cannot accept responsibility for publishing and/or repeating any inaccurate,

incomplete or misleading information provided by any Affiliated Resort, except in the case of negligence on the part of RCI.

5. YOUR APPLICATION FOR MEMBERSHIP

5.1 To become a Member, you must:

5.1.1 be at least 18 years of age;

5.1.2 complete and submit an enrolment application to RCI in the prescribed form (such application should be submitted either by yourself personally or on your behalf);

5.1.3 pay the applicable fee to RCI (such fee should be paid either by yourself personally or on your behalf); and

5.1.4 have your application accepted by RCI.

5.2 We reserve the right to refuse any enrolment application, including without limitation if required to do so by the laws, rules or regulations of any local, state, national or federal governmental entity or by any judicial, public, regulatory or law enforcement authority or court.

5.3 Your RCI Membership subject to these terms takes effect from the date we write to notify you of your membership number.

5.4 Membership runs on an annual basis, starting on the day of the month in which your application is accepted and expiring on the last day of that month in the year of expiry.

5.5 Your membership covers each Holiday Ownership owned by you of up to (and including) 5 weeks at an Affiliated Resort. A separate subscription fee is payable if you own Holiday Ownerships at different Affiliated Resorts and for each Holiday Ownership in excess of 5 weeks.

5.6 Membership must be in the name of a natural person who owns Holiday Ownership at an Affiliated Resort(s).

5.7 If a company, partnership, trust, unincorporated association or other entity owns Holiday Ownership at an Affiliated Resort(s), membership must be in the name of a natural person nominated by the company or other entity to represent it.

5.8 Up to 2 co-owners of Holiday Ownership who live at the same address may apply for one membership. You must nominate a lead member to act as our principal contact for matters relating to your membership.

5.9 RCI shall be permitted to take instructions from and disclose information about your membership to either co-owner.

5.10 If we are given conflicting instructions from co-owners, we are entitled to take the first set of instructions received and act on those instructions. If we continue to receive conflicting instructions from co-owners, we may at our reasonable discretion suspend or cancel (with an appropriate refund) exchange privileges relating to your Holiday Ownership unless such instructions can be promptly reconciled or resolved.

5.11 Co-owners of Holiday Ownership residing at different addresses must apply for separate RCI memberships.

5.12 We will send one set of RCI publications to each specified member's address.

5.13 Your membership of the RCI Exchange Programme is personal to you and cannot be transferred or sold.

6. METHODS OF PAYMENT AND REFUNDS

6.1 You should quote your membership number on all bank transfers and cheques made payable to us to avoid error and undue delay.

6.2 You are responsible for paying your own bank's charges in respect of all payments made to and refunds received from RCI except in cases where RCI is found to be at fault.

6.3 We will refund any payments made by you to us either in the same manner and currency as the original payment was made or in different manner.

7. RENEWAL OF YOUR MEMBERSHIP

7.1 Continuing membership is conditional on the payment of the applicable subscription fee for each year of membership.

7.2 You may renew or extend your membership at any time prior to the expiry of your existing membership by forwarding to RCI the applicable subscription fee.

7.3 If payment is not made by the due date specified on the written reminder, we reserve the right to charge an applicable reinstatement fee in addition to the applicable subscription fee, and payment of the applicable reinstatement fee is also a condition of renewal.

7.4 We reserve the right to refuse to renew a membership, including without limitation if required to do so by the laws, rules or regulations of any local, state, national or federal governmental entity or by any judicial, public, regulatory or law enforcement authority or court. If your application for renewal is refused, we shall return any renewal subscription fees which you sent to us. Note: Please refer to Term 18 below which outlines our rights to terminate or suspend your membership.

8. SALE OF YOUR HOLIDAY OWNERSHIP RIGHTS

8.1 You must notify us as soon as possible in the event that you sell or transfer your legal right to any Holiday Ownership.

8.2 You should notify the purchaser or transferee of any outstanding deposit for a future date of your Holiday Ownership rights in the RCI Pool and you must notify us of your agreement with the purchaser or transferee as to who has the right to use such deposit.

8.3 The sale or transfer of your Holiday Ownership is subject to any outstanding deposit for a future date in the RCI Pool and any exchange confirmation we have sent you.

9. DEPOSITING YOUR HOLIDAY OWNERSHIP

9.1 Before you can request an exchange or receive an exchange confirmation, you must:

9.1.1 be a current Member with subscription fees paid up to date to the last date of the Holiday Ownership rights deposited and the final date of the exchange requested, whichever is the later; and

9.1.2 deposit Holiday Ownership rights with us and we will put them into the RCI pool of exchange accommodation ("RCI Pool").

9.2 We will acknowledge the deposit of your Holiday Ownership rights into the RCI Pool by sending you a system generated letter through ordinary local post and or through courier within 14 business days of the date your deposit was made. Having said that deposit confirmation is subject to your home resort/Affiliated Resort giving you week to RCI.

9.3 By depositing your Holiday Ownership rights, you relinquish all rights to use them and agree that they may be used by RCI without restriction.

9.4 You must not use Holiday Ownership rights deposited or exchange confirmations obtained for any commercial purposes, including rental, sale or onward exchange to a third party or allow them to be used by any third party for such purposes.

9.5 When you deposit Holiday Ownership rights with us, you represent and warrant to us that:

9.5.1 you have the legal right to use or assign the use of the Holiday Ownership rights deposited and all other resort amenities to which you have access for the period deposited; and

9.5.2 the deposited Holiday Ownership rights have not been, and will not be, assigned, let, offered or made available to any third party; and

9.5.3 the Holiday Ownership is, so far as you are aware, in good and useable condition; and

9.5.4 all maintenance fee assessments, taxes or other charges due in respect of the Holiday Ownership on the date of deposit have been paid and that any arising after the date of deposit will be paid by the due date for payment. In the event that you have failed to comply with Term 9.5.4 and the Affiliated Resort refuses access to another Member and/or Guest you shall be liable to pay RCI for any costs incurred in arranging alternative accommodation.

9.6 You may withdraw the deposit of your Holiday Ownership rights at any time unless they have already been assigned to another person or you have received a confirmed exchange in respect of that deposit.

9.7 If you have not requested an exchange through RCI or accepted one of the reasonable resort choices and/or dates offered by RCI within 24 months after the start date of the Holiday Ownership rights deposited, then you will lose all credit for that deposit and will not be entitled to receive an exchange for that deposit.

10. EXCHANGE SYSTEM PRIORITIES

10.1 "Deposit Trading Power" is the value assessed by RCI and assigned to Holiday Ownership rights deposited in the RCI Pool at the time you deposit such Holiday Ownership rights or the value derived at the time you combine Holiday Ownership Rights and/or deposit credits in accordance with these terms. Deposit Trading Power may vary from deposit to deposit and from year to year (based on the criteria stated herein).

10.2 RCI, at its sole discretion, may re-evaluate the value assigned to Holiday Ownership Rights deposited in the RCI Pool. Upon such re-evaluation if the value assigned to the exchange accommodation deposited in the RCI Pool has increased the Deposit Trading Power of such exchange accommodation or any directly associated combined deposit or deposit credit may be adjusted accordingly by RCI.

10.3 "Exchange Trading Power" is the value you require to obtain the use of a particular unit of available exchange accommodation which has been deposited by another Member in the RCI Pool (or which is otherwise available for exchange). Exchange Trading Power is subject to change based on system activity and the factors listed in this clause 10 and the Exchange Trading Power of any particular exchange accommodation in the RCI Pool may differ from its Deposit Trading Power.

10.4 In fulfilling an exchange request, RCI will compare the Deposit Trading Power of your deposited Holiday Ownership rights to the Exchange Trading Power of the specific exchange accommodation deposited in the RCI Pool that you would like to obtain. If the Exchange Trading Power is less than or equal to the Deposit Trading Power, then an exchange may occur, subject always to the other terms which apply.

10.5 In deriving Deposit Trading Power and Exchange Trading Power, RCI considers such factors as:

(i) the demand, supply, classification, grouping and utilization of the Holiday Ownership rights deposited in the RCI Pool, and the Affiliated Resorts and geographic regions associated with the Holiday Ownership rights deposited in the RCI Pool;

(ii) the seasonal designation of the Holiday Ownership rights deposited in the RCI Pool;

(iii) the size and type of the unit concerned (i.e. number of bedrooms, kitchen type and maximum/private occupancy of the physical unit);

(iv) comment score cards that RCI compiles from comments submitted by Members who visit the Affiliated Resort where the Holiday Ownership rights are located;

(v) the date of deposit and the start date of the deposited Holiday Ownership rights.

10.6 RCI may also at its sole discretion enter into agreements with Affiliated Resorts to assign Deposit Trading Power to certain Holiday Ownership Rights or units of accommodation deposited or to be deposited in the RCI Pool based on a derived average Deposit Trading Power for such Holiday Ownership Rights or units. Where this applies RCI may be able to tell you the Deposit Trading Power of your Holiday Ownership Rights

10.7 If you are a Corporate Participant you may request an exchange which does not require you to first deposit your Holiday Ownership rights. Specific additional terms may apply in these circumstances.

10.8 In addition, exchange accommodation/Holiday Ownership rights deposited in the RCI Pool are shared regionally to facilitate Member exchanges. RCI may set aside or reserve exchange accommodation deposited in the RCI Pool to match regional reservation requests and other anticipated demands.

10.9 RCI may in its discretion apply further restrictions or changes to the exchange process as required by Affiliated Resorts.

11. DEPOSIT TRADING POWER AND DEPOSIT CREDITS

11.1 To receive the maximum Deposit Trading Power, you (your Affiliated Resort or home resort) should deposit your Holiday Ownership rights at least 9 months prior to the start date of such Holiday Ownership rights. If you deposit your Holiday Ownership rights less than 9 months from the start date your deposited Holiday Ownership rights may be allocated a lower Deposit Trading Power.

11.2 Each deposit of Holiday Ownership rights made by you or on your behalf for the purpose of an exchange made more than 10 months in advance of the start date of such Holiday Ownership rights shall be available exclusively for exchange by Members and eligible members of the RCI Points exchange programme for a period of 31 days from the date of deposit including the initial day of deposit and shall not be available for any other purpose, including without limitation rental.

11.3 You may be able to extend the useful life of a deposit of your Holiday Ownership rights, a deposit credit or a combined deposit by requesting a deposit extension, in increments of three or six months. RCI may require a service fee for each deposit extension. RCI reserves the right to discontinue offering deposit extensions, to modify the terms of deposit extensions, and to change the fee for deposit extensions at its sole discretion. Any charge for deposit extensions will be posted on RCI's website at www.rci.com.

11.4 If the Exchange Trading Power of a confirmed exchange is less than the Deposit Trading Power assigned to the deposit or combined deposit used to affect the exchange, RCI may provide you with a "deposit credit" that can be used towards a future exchange.

11.5 You may be able to combine two or more deposits of your Holiday Ownership rights and deposit credits; thereby receiving one new "combined deposit" that has a Deposit Trading Power reflecting the sum of all the individual Deposit Trading Power used to make the combined deposit. RCI may charge a service fee(s) for combining in this way. RCI reserves the right to discontinue offering combined deposits, to modify the terms regarding the combined deposits, and to change the fee(s) for combining at its sole discretion. Any fee(s) for combined deposits will be posted on RCI's website at www.rci.com

11.6 If you request an exchange into the resort where your Holiday Ownership rights are located or any associated group of resorts you will receive priority over other Members who do not own Holiday Ownership rights at that home resort or home group of resorts providing that you have the requisite Deposit Trading Power with which to obtain the exchange.

11.7 Clause 11 may not be made available to all members. Please contact RCI call centre for more information.

12. REQUESTING AN EXCHANGE

12.1 You must (upon receipt of intimation by us in this regard (if any)) pay in advance the exchange fee current on the date of request for each exchange requested.

12.2 If RCI is unable to confirm an exchange acceptable to you, we will at your request either hold the exchange fee as a credit to your account against future exchange fees or refund it to you.

12.3 At least one member of your exchange party must be 18 years or older (21 years or older for travel to the USA) or the age limit set by the Affiliated Resort.

12.4 Our ability to confirm an exchange request is dependent on the availability of Holiday Ownership rights deposited or forecast to be deposited by other Members in the RCI Pool which are acceptable to you. We therefore cannot guarantee that any particular request for a resort, area, travel date, type or size of accommodation, travel supplier or otherwise relating to your exchange will be met. We will, though, offer you alternative choices which may be available.

12.5 A legally binding contract is formed when the exchange reservation is made, subject always to this clause 12.

12.6 Confirmation of exchange will be valid only when issued to you in writing by or email from RCI. You should check all the details on your confirmation carefully when you receive it and let us know as soon as possible if anything is incorrect. Subsequent changes made by you to any material aspect of your confirmation may be treated as a cancellation.

12.7 RCI will apply restrictions on exchanges which are reasonably requested by Affiliated Resorts. These may include (without limitation) a prohibition on Members and their Guests from exchanging into the same resort more than once in a specified period, a prohibition on exchanges from other Affiliated Resorts located in the same locality and minimum age requirements.

12.8 If you are requesting an international exchange outside of India, you must provide to RCI your valid Permanent Account Number (PAN) in accordance with the regulations issued by the Reserve Bank of India Liberalised Remittance (LRS). You should do so by contacting RCI via telephone call to 1800 419 2131. If you fail to provide your PAN to RCI within 72 hours of requesting the exchange, your confirmed exchange shall be cancelled notwithstanding any confirmation email sent to you in accordance with clause 12.6 above.

13. USE AND ALLOCATION OF EXCHANGE ACCOMMODATION

13.1 Members accept that accommodation may vary in unit size, design, fixtures, furnishings, amenities and facilities from their own Holiday Ownership.

13.2 Affiliated Resorts may, where necessary, allocate alternative accommodation to the unit confirmed provided it has at least the same maximum occupancy and is of similar overall quality.

13.3 Members and/or Guests must occupy and use any accommodation into which they have exchanged in a responsible, careful and safe manner.

13.4 Members are responsible for any damage caused by them and/or by their Guests whilst staying at an Affiliated Resort.

13.5 You and/or your Guests must comply with the Affiliated Resort's rules and by-laws.

13.6 You and/or your Guests must replace any items missing from your unit on departure or the Affiliated Resort may charge you and/or your Guests for replacement or retain a proportion or the entire deposit.

13.7 The total number of people (babies and children included) occupying the accommodation must not exceed the maximum occupancy of the unit set out in the exchange confirmation or guest certificate otherwise the Affiliated Resort may refuse access.

13.8 Members are responsible for payment of any applicable taxes, personal expenses, utility charges, security deposits and other fees or charges levied by an Affiliated Resort on occupiers for the use of amenities and facilities there.

13.9 You must comply with check-in and check-out times. If you and/or your Guests are going to arrive outside the check-in day and/or time set out in your confirmation, the Affiliated Resort must be contacted directly to make alternative check-in arrangements, subject to availability. The Affiliated Resort may levy a charge or impose other conditions for any accommodation outside the days specified on the confirmation.

13.10 Members and their Guests may be refused entry to Affiliated Resorts if they cannot verify their identity by means of a valid passport, driving licence or other form of government issued Photo identification.

14. GUESTS

14.1 An exchange confirmation can be used only by the Member who has deposited his/her Holiday Ownership rights for exchange in the RCI Pool, unless the Member gives the exchange confirmation to a friend or family member by purchasing a guest certificate from us at the guest certificate fee current at the date of issue.

14.2 Members should ensure that Guests check all the details on their guest certificate carefully and notify us as soon as possible if anything is incorrect.

14.3 Guest certificates can only be used by the person(s) named on them and must be used by person(s) of 18 years or older or age of 21 years or older for travel to USA.

14.4 Additional people may travel with the named individual(s) on the guest certificate provided that the number of persons does not exceed the maximum occupancy limit on the exchange confirmation.

14.5 Guest certificates are non-transferable and must not be used for any commercial purpose, including rental, sale or onward exchange to a third party.

14.6 The use of guest certificates is subject to any conditions, restrictions, limitations or charges imposed by the relevant Affiliated Resort.

14.7 Members are liable for all acts, omissions and/or defaults of their Guests whether accompanied by them or not including for any damage caused by them or expenses unpaid by them, for any charges relating to the booking or its cancellation, for occupation of the accommodation by more than its maximum occupancy and for replacing any missing items.

14.9 Guests must not pretend to be Members during their stay.

14.10 Guest certificate fees are non-refundable in case of cancellation.

15. CANCELLATION OF YOUR EXCHANGE BY YOU

15.1 Cancellation Policy (without purchase of Exchange Protection): If you cancel a confirmed Standard Exchange at least 30 days before the check-in date, the Exchange Fee you paid will be refunded after deducting the applicable Cancellation Fee, and you will get your deposited week back with a recalculated trading power to utilize at a later date (subject to validity of the week). If you cancel a confirmed Standard Exchange less than 30 days before the check-in date, there will be no refund of any Exchange Fee paid; but you will get your deposited week back with a recalculated trading power to utilize at a later date (subject to validity of the week), so long as you cancel at least 2 working days before the check-in-date.

15.2 Cancellation Policy (with purchase of Exchange Protection): If you have purchased Exchange Protection when confirming your Standard Exchange and you cancel that confirmed Standard Exchange at least 14 days before the check-in date, the full Exchange Fee will be credited into your RCI account for future transactions, and you will get back the deposited week with its original trading power value to utilize at a later date (subject to validity of the week). If you have purchased Exchange Protection when confirming your Standard Exchange and you cancel that confirmed Standard Exchange less than 14 days before check-in date, there will be no refund of any Exchange Fee paid; but you will get your deposited week back with a recalculated trading power to utilize at a later date (subject to validity of the week), so long as you cancel at least 2 working days before the check-in-date. For the avoidance of doubt, any fees paid toward Exchange Protection (EPRO fees) are not refundable in any case.

15.3 If you cancel your confirmed Standard Exchange at least 2 working days before its start date, you may request another exchange against the Holiday Ownership rights which you have already deposited in the RCI Pool; however, the Deposit Trading Power of your holiday Ownership rights may have reduced.

15.4 If you cancel your exchange with less than 2 working days' notice before its start date, you will not be able to request another exchange against the Holiday Ownership rights which you have deposited in the RCI Pool.

16. CANCELLATION OF YOUR EXCHANGE BY US

16.1 We reserve the right (without refund) to cancel a confirmed exchange or cancel an exchange request and deny exchange privileges if:

16.1.1 any payment made by you to us is rejected by your bank or credit card company; or

16.1.2 you have not paid any maintenance fee assessments or other similar charges relating to your Holiday Ownership by the due date for payment and/or RCI not getting a your week (deposit) from Affiliate Resort/ your home resort.

16.2 We accept no responsibility if confirmed accommodation becomes unavailable due to any reason beyond our reasonable control, such as overbooking (other than by RCI), denial of access by the Affiliated Resort or any natural disaster, act of God, civil unrest, government action or terrorist activity.

16.3 Where such circumstances as outlined in Term 16.2 above occur before departure, we reserve the right to cancel a confirmed exchange. In these circumstances, we will offer you an equivalent alternative exchange against your deposit. If no equivalent alternative exchange is available, we will either hold the exchange fee paid as a credit to your account against future exchange fees or, at your request refund the exchange fee and allow you another exchange request against your deposit with no reduction in the Trading Power of your Holiday Ownership rights.

16.4 RCI reserves the right to cancel a confirmed exchange, permanently cancel exchange privileges, revoke guest certificates, terminate the membership of the relevant Member and/ or deny access to any of the products or services offered in connection with a membership in the event of any:

16.4.1 misuse of a confirmed exchange; or

16.4.2 misuse of a guest certificate by the Member or his/her Guest(s) (in particular, but without limitation, use for commercial purposes); or

16.4.3 other breach of these Terms of Membership, where in RCI's reasonable opinion, the misuse or breach in question reasonably justifies the proposed sanction.

16.5 Provided that there is sufficient time, RCI will notify the relevant Member of its intended sanction and its reasons for imposing it and give the relevant Member a reasonable opportunity to respond to the same prior to actually imposing the sanction.

16.6 RCI reserves the right to cancel a confirmed exchange if you do not provide your Permanent Account Number (PAN) within 72 hours of requesting an international exchange in accordance with clause 12.8 above.

17. TERMINATION OF YOUR MEMBERSHIP BY YOU

You may terminate your membership at any time by giving us notice in writing provided that you have neither had your Holiday Ownership rights assigned to another person nor received a confirmed exchange in respect of that deposit.

18. TERMINATION OR SUSPENSION OF YOUR MEMBERSHIP BY US

18.1 We reserve the right to terminate or suspend your membership and any future exchange privileges and cancel any outstanding confirmed exchange if any of the following occur:

18.1.1 you fail to comply with any of these Terms of Membership;

18.1.2 you fail to pay any sums due to RCI or any associated company or any Affiliated Resort or any other party in connection with an exchange, the accommodation the subject of an exchange, your Holiday Ownership (including any maintenance fees or other charges payable by you to an Affiliated Resort in respect of your Holiday Ownership) or any relevant travel arrangements;

18.1.3 the resort at which you own Holiday Ownership rights ceases to be an Affiliated Resort as set out in Term 4.4 above;

18.1.4 you bring any claims against us in respect of the RCI Exchange Programme, the accommodation subject to an exchange, your Holiday Ownership or any relevant travel arrangements; or

18.1.5 you are found to be a vexatious or serial complainant who threatens or uses physical violence and/or harasses abuses or is verbally aggressive to our employees.

18.2 Where a confirmed exchange is cancelled on termination due to your breach of these Terms of Membership, your exchange fee will be forfeited, but we will return the deposit of your Holiday Ownership rights from the RCI Pool to you unless they have already been assigned or exchanged to a third party.

18.3 On termination, we will refund any subscription fee paid in advance by a Member (but not on your behalf) less the full one year subscription fee for each year or part of a year for which you have been a member (or since the last renewal) unless termination is due to your failure to pay any sums due or comply with these Terms of Membership, in which case you will not be entitled to any refund.

18.4 If you have not paid any maintenance fees or other charges by the due date, RCI

may suspend your membership until notification is received that you have paid all the outstanding amounts owed.

18.5 Membership may be terminated or renewal of membership denied in the event that the Affiliated Resort cancels or repossesses your Holiday Ownership and you have no other Holiday Ownership at any other Affiliated Resort.

19. IF YOU HAVE A COMPLAINT

19.1 RCI does not own or operate Affiliated Resorts and is not liable for their description, services and/or presentation. Any complaints about accommodation or the services provided at an Affiliated Resort should be made at the earliest opportunity to a person in authority at the Affiliated Resort itself. If this does not produce a satisfactory result, the Member or Guest should contact the local RCI help desk as soon as possible by telephone or by email.

19.2 RCI accepts no liability to Members or their Guests for any costs and expenses incurred by them during their stay at the Affiliated Resort (including without limitation the costs of alternative accommodation) where such Members or their Guests have complained about accommodation or the services provided at the Affiliated Resort unless prior authorization from RCI's office in Bangalore or the nearest RCI local servicing office has been given. Note: Please refer to Term 21 below which outlines our liability to you.

19.3 In the unlikely event that the Affiliated Resort does not resolve the matter, please follow this up within 30 days of your return home by writing to our Customer Services, RCI India Pvt. Ltd., WeWork Galaxy, 6th Floor, 43 Residency Road, Shanthala Nagar, Ashok Nagar, Bengaluru, Karnataka 560 025, India, or by emailing indiarci@rci.com

giving your membership number and all other relevant information. We reserve the right to refuse to consider any complaints made where this simple procedure has not been followed.

20. DISPUTES

Disputes arising out of or in connection with this contract which cannot be amicably settled may be referred to courts. Indian Courts shall have jurisdiction to resolve any disputes that arise in connection with these Terms of Membership.

21. OUR LIABILITY TO YOU

21.1 If you or any Guest suffers any loss or damage through use of the RCI Exchange Programme, howsoever it may arise, and you or any Guest has received no benefit from the exchange, we accept that we are liable for that loss or damage up to a maximum amount of three times the sums received by us for the exchange in connection with which the loss or damage occurred (except in the case of death or personal injury resulting from RCI's negligence when no such limit will apply).

21.2 RCI is not liable for any damage, loss, or theft to personal property which occurs through your or your Guests' use of the Affiliated Resort(s).

21.3 These limitations are also applicable to all associated companies, servants and agents of RCI.

21.4 RCI accepts no liability for the acts and omissions of any third parties providing non-exchange related programmes or services to you.

21.5 Please note that RCI is only responsible for statements about RCI and the RCI Exchange Programme made by RCI and not for any made otherwise or by any other third parties, who are independent and not agents of RCI.

21.6 Your specific passport, visa, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

22. COMMUNICATING WITH YOU

22.1 RCI is the sole controller of all data held in relation to Members and their Guests and all processing of data relating to your membership and to your or your Guests' use of exchange or other accommodation or of related travel services offered by RCI is therefore subject to India's data protection laws only.

22.2 We will maintain records relating to your membership and to your and your Guests' use of exchange or other accommodation or of related travel services offered by RCI (including information about you or your Guests provided by yourself, your Guests or by third parties).

22.3 We shall be entitled to process such data for the purpose of providing you or your Guests with the products and services requested; to keep you or your Guests informed of further offers from us which may be of interest to you or your Guests (unless you or your Guests write to us asking us to exclude you or them from such offers or alternatively telephone, fax or email us to that effect) and for our own administration, market analyses and operational reviews.

22.4 You agree that RCI, or any associated companies or third parties authorized by RCI, shall be entitled to make contact with you or your Guests by post, e-mail, telephone, including automated dialling equipment, facsimile transmissions, and/or pre-recorded messages for the purposes set out in this paragraph. We shall be entitled to disclose to any associated companies and third parties (including but not necessarily limited to resorts, owners' associations, resort trustees, management companies, airlines, insurance companies, car hire companies, ferry and cruise operators and other suppliers) such information as may be necessary to:

22.4.1 provide you or your Guests with products and services you or they have requested; or

22.4.2 verify details relating to your membership or your Holiday Ownership rights or your Guests' use of exchange or other accommodation; or

22.4.3 notify you of travel or other services or products which we believe may be of interest.

22.5 You or your Guests are entitled to receive a copy of any data held by us relating to you or them subject to payment of an administration fee of no more than the maximum stipulated in the Data Protection Laws applicable in India.

22.6 We shall be entitled to rely on your consent to receive information regarding such products and services (even if your membership has been suspended or has otherwise expired or terminated) for a period of up to five years after termination of your membership, or if you have made use of related travel services offered by RCI, up to

five years from the date of use of such services, unless you write to let us know otherwise.

22.7 We shall be entitled to rely on your Guests' consent to receive information regarding such products and services for a period of up to five years after their occupation and use of accommodation at an Affiliated Resort, or if your Guests have

made use of related travel services offered by RCI, up to ve years from the date of use of such services, unless your Guests write to us to let us know otherwise.

22.8 We may also record or monitor telephone calls to and from RCI, without further notification, for staff training and quality control purposes.

23. OTHER SERVICES

23.1 Without limitation, RCI does not provide flights, coach or train travel, car hire, insurance, ferries, cruises and tours. Such services may be purchased from independent third party suppliers and will be subject to the terms and conditions of the suppliers concerned.

23.2 RCI reserves the right to vary, withdraw or add to the services it provides at any time, with or without notice.

24. VARIATIONS

24.1 These Terms of Membership, the RCI Exchange Programme, seasonal designations and RCI's procedures and conditions for effecting exchanges may be changed by RCI in its sole discretion from time to time. Members will be notified of any such changes by publication on RCI's website(s), RCI Publications, by letter, e-mail or other electronic media. No such changes will take effect until they have been so published.

24.2 The fees charged by RCI (including without limitation the subscription fee, the exchange fee, the guest certificate fee and the reinstatement fee) and the basis for calculating them are subject to review on 1st January each year and any changes to fees resulting from such review may be introduced by RCI with immediate effect. RCI may revise its fees at any other time, subject to prior notification in the RCI Directory of Resorts or other RCI publications produced for Members from time to time, or by letter, e-mail or other electronic media.

24.3 These Terms of Membership and any changes notified as above shall supersede and replace prior versions published in the RCI Directory of Resorts or otherwise.

24.4 RCI may assign these Terms of Membership to any third party and any such assignment shall be binding on Members when notice of assignment is given to them. Notice may be given in the RCI Directory of Resorts, on RCI's website, in other RCI publications generally or by letter or email.