

PROGRAM RULES AND REGULATIONS

Set forth below are the rules and regulations as this apply to the services and benefits that are provided as part of the Program Benefits (“**Rules and Regulations**”). As stated in the Program License Purchase Agreement (“**Agreement**”), these Rules and Regulations are part of the Agreement. All defined terms not otherwise defined herein are to have the meaning assigned to them in the Agreement and corresponding Terms and Conditions.

1. **Program Benefits and Services.** Program Benefits, include, but are not limited to, various vacation offerings and travel discounts. Such offerings include the ability for Licensees to arrange for accommodations, and make reservations for condominium rentals, various cruises lines, all-inclusive resorts, hotels, air transportation, car rentals, golf and vacation packages, and other product offerings. The Program Administrator reserves the right to amend, alter, delete, or substitute the various vacation and travel benefits that are included as Program Benefits.

(a) **Permitted Users.** Only Licensees or Additional Licensees (“**Permitted Users**”) can make a reservation or otherwise reserve any of the Program Benefits offered by the Program Administrator. Licensee understands that the Program License was not purchased in reliance that specific vendors, service provider, or additional services may or will continue to be available in the future. Program Benefits may be provided and fulfilled by vendors and providers other than the Program Administration, its affiliates and subsidiaries. The Program Administrator accepts no liability for the actions of any third party or independent contractor providing services to Licensees.

(b) **Third Party Service Providers.** Licensee, and other Permitted Users, acknowledges that vendors and providers other than the Program Administrator will provide many of the services, including fulfillment services, for the travel services and benefits that comprise the Program Benefits. Permitted Users must follow the individual requirements and restrictions detailed for each individual program included as part of the Program Benefits.

(c) **Confirmation of Requested Reservations.** Confirmations will be sent either by electronic mail or by U.S. Mail. Electronic mail confirmations will be sent within 24 hours of the time when the confirmation is received by the Program Administrator. In the event the Licensee does not have an electronic mail account, or if the Licensee so requests, the Program Administrator will send the confirmation via U.S. Mail no later than 48 hours after the reservation is made by the Program Administrator reservation specialists. All reservations are considered final once the Program Administrator receives confirmation for the reservation and cannot be cancelled by the Licensee.

(d) **Other Program Benefits.** Additional Program Benefits may be provided for and reserved via the Program website from time to time, at the sole and absolute discretion of the Program Administrator.

2. **Use of Hotel and Condominium Unit Accommodations.** All hotel and resort accommodations shall not be used as a principal residence or for the operation of any business. Only Permitted Users, and their permitted guests and invitees shall occupy or otherwise avail themselves of the benefits associated with the Program Benefits. Permitted Users shall abide by and adhere to all hotel and resort rules and regulations established in connection with the occupancy of accommodations and use of related facilities for each individual hotel and resort, including accommodation occupancy limits. Permitted Users shall be responsible for any damage to the accommodation(s) and facilities occurring during their occupancy and use of the hotel and resort accommodations. Reservations do not include transportation, food, liquor, taxes, tips, telephone calls, or other resort specific charges (e.g. cleaning fees, energy surcharges, foreign country exit fees, or amenities fees) or other items of a personal nature unless specifically included in the reservation or Program Benefit.

3. **Insurance.** Licensees should make certain that each Licensee’s insurance policy covers the Licensee and his or her family, along with all personal belongings, while staying at the various hotel and resort properties, going on a cruise, or using any of the travel benefits provided by the various travel providers. The Program Administrator, or its affiliates or subsidiaries, assume no responsibility for the Licensee, Additional Licensee, Guest Licensees, or their family members, guests or any personal belongings such person are staying at a resort, going on a cruise, or while in transit to or from the vacation destination. The Program Administrator assumes no liability for the License through use of the Program Benefits, and in no event will be liable for special, incidental, or consequential losses or damages.

4. **Payment of Moneys to Program Administrator.** All fees due to Program Administrator, including, but not limited to, License Renewal Fees, Reinstatement Fees, related to software license renewal fees or reservation of services should be directed to: Reservation Services International, 7802 Kingspointe Parkway, Suite 102, Orlando, Florida 32819 Tel: (407) 571-1225, customer_service@accessrsi.com.

5. **Impossibility or Delay in Providing Program Benefits.** If a Permitted User makes a reservation for travel accommodations, and a delay or impossibility of performance due to circumstances beyond the control of the Program Administrator occurs, the Program Administrator shall have the sole right in its discretion to provide the Licensee with one of the following: (i) alternative accommodations during a time agreeable between the Licensee and the Program Administration, or (ii) the Program Administrator may refund to the Licensee the amount paid for the reservation. Such refund shall be made in the manner previously agreed between the parties. In no event may a refund exceed the amount paid to the Program Administration for such reservation.

6. **Solicitation of Licensees.** The Program Administrator, or its affiliates and subsidiaries, may, on occasion, offer additional products and services, including through telephone, mail or internet solicitations. Licensee consents to such solicitations, including but not limited to, solicitation through automatic dialing equipment and/or pre-recorded messages. Licensee further consents to being informed of such products and services, even if the benefits have been suspended, expired, or terminated.

7. **Modification of the Program Rules and Regulations.** These Program Rules and Regulations may be amended or modified from time to time in Program Administrator’s sole and absolute discretion and may not be amended by any third party except in a writing that is acknowledged by an authorized agent of the Program Administrator.

8. **General Disclaimers.**

(a) **Availability of Inventory.** In making a reservation request, a Licensee may request any size condominium unit that is available in an area that he or she wishes to travel. Although Licensees are not limited to requesting any size unit, Licensee should recognize that requests for three (3) bedroom condominium units are difficult to fulfill. Licensees should be flexible in their travel plans in order to obtain their desired reservation requests. Reservation requests for holidays are extremely difficult to fulfill and are often more expensive. Condominium unit rental rates are based on availability and rates are subject to change based on resort, season, and unit size.

(b) **Separate Entity From Suppliers.** In all instances, the Program Administrator is acting as a separate entity from those suppliers providing transportation, accommodations, lodging, cruises, and other discounted programs offered as part of the Program Benefits. None of these suppliers are agents or employees of the Program Administrator. All coupons, receipts, and tickets are issued subject to the terms and conditions specified by each of the various suppliers.

(c) **Licensee’s Release of Claims.** All Licensees hereby agree to completely release the Program Administrator from and waive all claims whatsoever against the Program Administrator for any accident, loss, injury, or damage in connection with any accommodations, transportation, cruise, or other services, including defects in vehicles, breakdown of equipment, strikes, theft, delay, cancellation of or changes in, the itinerary or schedule, natural disaster, act of God, war, terrorism, or insurrection.

(d) **Miscellaneous Provisions.** The Program Administrator does not assume any responsibility for any errors or omissions in the contents of any advertising or for losses, damages, or delays caused by sickness, strikes, weather, or any other acts beyond their control. The passenger tickets used by the airlines and the cruise lines, when used, shall constitute the sole contract between the airline or cruise line and the purchaser of these tickets and/or the passenger. Licensees agree and acknowledge the Club shall not be responsible for any exemplary or consequential damages and that the sole extent of the Program Administrator’s liability shall never exceed the amount actually paid by the Member or traveler to the Program Administrator. The Program Administrator accepts responsibility only for those checks, wire transfers, money orders, cashier’s checks or credit card payments made payable to the Program Administrator or its authorized affiliates.

(e) **Program Administrator’s Disclaimers.** The Program Administrator and any of their subsidiaries, agents, or distributors companies expressly disclaim any and all liability for any claims damages, losses, penalties, expenses, cost and liabilities of any kind or injuries resulting from any act or omission of any other individual or entity providing product and/or services in the programs sponsored by the Program Administrator. The Program Administrator will not be held responsible for telephone costs, taxi fares, meals, transportation, taxes or any other additional costs that are incurred during any Licensee’s vacation.