

## **RSI VACATIONS**

### **NETWORK ADMINISTRATION AND NETWORK SERVICING AGREEMENT – TERMS & CONDITIONS**

**Network Seller and Network Membership.** Seller Company Name, d/b/a Your Vacation Club is the Network Seller. All rights and obligations of Network Seller under your Network Purchase Agreement shall be performed by Network Seller or its authorized agents, representatives, vendors, successors or assigns. Member purchased a Reservation Services Membership in Your Vacation Club from Seller Company Name pursuant to Your Vacation Club Network Purchase Agreement by and between Member and Network Seller. Your Vacation Club Member website and Member Services phone number can be accessed at your Member website address and Member Services phone number listed on your Network Purchase Agreement.

**Network Administrator.** Your Network Seller has engaged and contracted with RSI Affinity, LLC d/b/a **RSI Vacations**, a Nevada limited liability company, to administer and service the Network and Network Benefits. RSI Vacations maintains all necessary bonds, licenses, and registrations required by each State to function as the Network Administrator. More detailed information may be made available upon request.

**Relationship of Your Vacation Club and RSI Vacations.** Your Vacation Club and RSI Vacations are separate and distinct legal entities, independently owned and operated, and have no affiliation or relationship other than a contractual one. Your Vacation Club and RSI Vacations have no legal or beneficial interest in or right of control over the other, and neither is agent/servant for, or principal/master of, the other. No representation or promise made by or on behalf of Your Vacation Club is binding on RSI Vacations and RSI Vacations has no obligation or liability for any representation or promise made by Your Vacation Club or anyone other than RSI Vacations. RSI Vacations' obligation to administer and service Your Vacation Club Network and Network Benefits for the benefit of Member arises solely under, and is expressly limited to, this Network Servicing Agreement.

**Membership Purchase Agreement.** Your Vacation Club's offer and sale of the Membership under the Your Vacation Club Membership Purchase Agreement ("Membership Purchase Agreement") is separate and distinct from RSI Vacations' performance as Network Administrator under this Network Servicing Agreement. RSI Vacations is not a party to the Membership Purchase Agreement and has no obligation or liability to Member thereunder. Member's use of the Membership and access to the Network Benefits is subject to their collective compliance with the Membership Purchase Agreement, this Network Servicing Agreement, and the terms and conditions of participation in the Network Website. Cancellation or termination of the Membership Purchase Agreement may result in the cancellation/termination of the Membership and this Network Servicing Agreement.

**Purchase Price Refunds and Gift or Incentives.** All refunds or other amounts paid to Your Vacation Club under or in connection with the Membership Purchase Agreement as may be due back to Member are the sole and exclusive obligation of Your Vacation Club and are in no way the obligation of RSI Vacations. The provision or fulfillment of any gift, marketing incentive, or any other types of services provided to Member by or on behalf of Your Vacation Club and is not specified herein the Terms & Conditions of this RSI Vacations Enrollment Agreement are the sole and exclusive responsibility of Your Vacation Club and/or the applicable supplier and is in no way the responsibility of RSI Vacations.

**Suspension and Termination of Membership and Access to Network Benefits.** If RSI Vacations does not receive payment of the then applicable Annual Servicing Fee within 30-days of the date of the Annual Servicing Fee Statement, the Membership and access to the Network Benefits may be suspended in RSI Vacations' sole discretion. RSI Vacations may require payment of a "**Re-instatement fee**" (currently \$250.00, but subject to change in RSI Vacations' sole discretion) and Member's compliance with their other obligations to lift the suspension. Member shall not have use of the Membership or access to the Network Benefits during the suspension period. If RSI Vacations does not receive payment of the then-applicable Reinstatement Fee and the Annual Servicing Fee within 30-days after suspension, the Membership and access to the Network Benefits shall immediately terminate in the sole discretion of RSI Vacations. Suspension or termination shall not relieve Member of any obligations as may be owed to Your Vacation Club or RSI Vacations and all monies paid by Member to Your Vacation Club, RSI Vacations or any other third-party in connection with the Network will be retained as liquidated damages. RSI Vacations reserves the right to exclude any individual(s) from the Network or to terminate any Membership for abuse of the Network, failure to follow these Terms and Conditions, or fraud, misrepresentation or other detrimental conduct.

**Member Representations.** Member represents (a) they are of legal age and capacity to purchase the Membership and to access and use the Network Benefits; (b) use of the Membership and access to the Network Benefits is solely for personal enjoyment and consumption and not for resale or profit; (c) **they have not relied on any representations not included in this Network Servicing Agreement**; including, but not limited to, any such representations made by or on behalf of Your Vacation Club or any other third party; (d) the Network Purchase Agreement has properly disclosed any applicable minimum rescission period as required by the laws of the specific State in which the Membership was sold; and (e) the terms of the Membership and access to the Network Benefits may be changed from time to time and such changes will be deemed incorporated in and made part of this Network Servicing Agreement.

**Summary of Network Benefits.** The Network Benefits include the right of Member and their immediate family members, while in compliance with the terms and conditions of their Network Purchase Agreement and this Network Servicing Agreement to request and receive (a) on annual basis, access to request reservations for resort condominiums ("**Resort Condo Weeks**"), hotel ("**Net Rate Hotels**") accommodations, and cruises and other packaged vacations ("**Getaways Programs**"); (b) preferred access to participating restaurants as well as other retail establishments and leisure activities; (c) 24 hour access to the Network Website and access to personal travel reservation specialists for all travel and transportation needs; and (d) any other vacation travel related services and benefits as may be available through the Network from time to time. **Each Network Benefit is subject to availability, may be changed from time to time. RSI Vacations provides no guaranty or assurance as to the continued availability of any specific Network Benefit.**

Reservations requests are (a) satisfied on a first come, first serve, space availability basis and (b) must be made through the Network Website or by calling a Network Concierge. Member is advised to be flexible in their travel plans in order to obtain desired reservations and to make condominium reservation requests at least 90-days in advance of the desired travel date; provided, however, last minute reservations may be available on the Network Website. Requests for holiday periods and/or for 3+ bedroom condominium units and vacation homes may be more difficult to fulfill and are often more expensive. **All pricing is available on a best-efforts search basis, varies based on market demand, and is not guaranteed until a reservation is confirmed.**

Reservations do not include, and Member is responsible for paying (unless specifically included in the reservation or as a Network Benefit), all applicable fees and charges at the time of making the reservation, including the reservation fee, transportation, food, liquor, applicable taxes, tips, port charges, telephone calls, or other resort specific charges (e.g. cleaning fees, energy surcharges, foreign country exit fees, or amenities fees), items of a personal nature, or other fees and/or charges as may be imposed by the provider. Members must present a valid credit card number in order to pay for and confirm travel or other services. The Network Benefits are solely for personal use and enjoyment and may not be used for exploited for any commercial purposes. Reservations are for Member's personal use only and may not be rented, sold, given away or transferred. Accommodations obtained pursuant to a reservation may be used by Members only for vacation and leisure purposes and may not be used as a principal residence or for the operation of any business. Only Member, and their permitted guests and invitees may occupy the accommodations or use the Network Benefits. Member must comply with all rules and regulations established by the provider for the occupancy of accommodations and use of related facilities, including accommodation occupancy limits. Member is personally responsible for any damage to the accommodation(s) and facilities occurring during or as a result of their occupancy and use.

RSI Vacations will provide Member with a confirmation via email showing the resort name, location, date, unit or room size, occupancy limit, and all other relevant information regarding the hotel or condominium unit reservation. The person named on the confirmation must be present in order to check-in and obtain the reserved accommodations. Reservations are final and may not be cancelled once confirmed by RSI Vacations and delivered to Member. Network Benefits have no independent cash or other monetary value and cannot be used in conjunction with any coupons or with any employee, corporate, institutional or prearranged group discounts, unless otherwise stated in the applicable item. RSI Vacations may offer certain existing or new programs, promotions, merchandise categories and other offers that are not eligible to be combined with the Network Benefits. Members must comply with their obligations to use the Membership and access the Network Benefits. RSI Vacations may discontinue administering and servicing the Network at any time.

**Third-Party Vendors, Providers and Suppliers.** RSI Vacations may utilize third-party vendors, providers, and suppliers to provide any or all the Network Benefits. In all instances, RSI Vacations is acting as a separate entity from those third-party suppliers and no supplier is an agent or employee of RSI Vacations. RSI Vacations accepts and assumes no liability for any actions or omissions of any third-party supplier providing any Network Benefits. All coupons, receipts, and tickets are issued subject to the terms and conditions specified by the supplier. RSI Vacations reserves the right, in its sole discretion, to add, remove or substitute any such third-party vendors, providers or suppliers. **Member acknowledges and agrees they have not purchased the Membership in reliance on the existence of any specific vendors, providers or supplier.**

**Subject Matter of Network.** The Network is not a timeshare plan or a corporate entity; rather, it is the service name of the program that provides access to the Network Benefits. The Membership and access to the Network Benefits does not provide Member with ownership in or the recurring right of exclusive occupancy of any specific accommodation or facility and the Membership is not a timeshare interest, timeshare period, freehold estate, estate for years, or any other interest in real estate. The Membership does not provide a legal or beneficial interest in the Network, Your Vacation Club, RSI Vacations or any of their affiliates and does not provide any share of income, gain or voting interest. Access to the Network Benefits is not obtained or provided from the cooperative purchase of services or merchandise and Member is not obtaining ownership or participation in any discount buying organization or the right to purchase goods and services in the future. The services to be provided under this Network Servicing Agreement will commence as of the date RSI Vacations accepts this Network Servicing Agreement.

**Transfer/Assignment.** Member may transfer the Membership through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms: (a) the purchase price due to Your Vacation Club is paid in full; (b) all amounts due to RSI Vacations are paid current; (c) payment to RSI Vacations of an **"Administration Fee"** (currently \$250.00, but subject to change in RSI Vacations' sole discretion); and (d) the transferee's written agreement to observe and comply with all the terms and conditions of this Agreement.] RSI Vacations may assign all or any part of its right, title and interest in, under or to the Network to a third party determined by RSI Vacations including, without limitation, the assignment to alternative suppliers of the benefits, services, and privileges to be provided hereunder; provided that no such assignment shall materially and adversely affect any rights of Member to receive the Network Benefits. Upon assignment to a third party, RSI Vacations shall be released from all duties, claims, demands, or causes of action arising from or relating to the Network occurring after the date of assignment.

**Changes to the Network and these Terms and Conditions.** RSI Vacations may in its sole discretion change these Terms and Conditions including, without limitation, Network Benefits and fees, at any time and without liability. RSI Vacations may notify Member of such changes by any reasonable means, including by email and/or posting revised Terms and Conditions on the Network Website. Any such changes will not apply to any dispute between RSI Vacations and Member arising prior to the date on which RSI Vacations posted the revised Terms and Conditions incorporating such changes or otherwise notified Member of such changes. Any such change shall take effect immediately, unless otherwise stated by RSI Vacations. Member may view the current version of the Terms and Conditions on the Network Website or obtain a copy by calling the Network Concierge. Member is responsible to check or review the Terms and Conditions from time to time to keep informed of any changes. If Member does not agree to any changes, Member may stop using the Network Benefits, and may cancel participation after RSI Vacations posted or otherwise notified Member of such changes. If Member continues to use the Network Benefits after RSI Vacations changes these Term and Conditions, or if Member does not cancel their participation in the Network as described above, Member will be indicating their acceptance of such changes. If any change to or provision of these Terms and Conditions is for any reason found invalid, void or unenforceable, such change is severable and will not affect the validity and enforceability of any remaining change or any other provision of these Terms and Conditions.

**Dispute Resolution.** Except for small claims court filings and Member's breach of their obligations and certain other carve-outs, any demand, dispute or claim arising out of or relating to this Network Servicing Agreement and/or the offer, purchase and/or use of a Membership (a "Dispute"), shall be subject to mandatory good-faith mediation, and if required, then be determined exclusively and finally by individual arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules ([www.adr.org](http://www.adr.org)), available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879 (the **"AAA Rules"**), **except that the AAA Supplementary Class Rules shall not apply, given the express class waiver herein, and further that Rules 14(a) and 53 of the Consumer Arbitration Rules shall not authorize any arbitrator or court to find that any class, mass, collective or representative claim may be arbitrated. The arbitration shall be conducted either virtually or in person at a location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties desire to conduct the arbitration in person and are unable to agree on a location, the determination should be made by the arbitrator.** The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable within the scope of this contract. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of each party. Any Disputes will be arbitrated on an individual basis and there is no right or authority for any Dispute to be arbitrated or litigated in any way on a class, mass, or other collective basis, and the parties waive any right to bring or join any representative or other claim brought on behalf of the general public, other licensees or prospective or former licensees, or other persons similarly situated. **Unless otherwise provided by law, RSI Vacations' maximum liability to Member arising out of any Dispute shall be limited to no more than the total amount paid to RSI Vacations under this Network Servicing Agreement. This Network Servicing Agreement evidences a transaction involving interstate commerce to ensure the applicability of the Federal Arbitration Act.** In the event of a conflict between applicable state law and the FAA, the FAA shall govern. In the event of any conflict between the AAA Rules and this Network Servicing Agreement, the provisions of this Agreement shall be controlling.

**Choice of State Law.** Except to the extent preempted by federal law and/or as otherwise provided above in Section titled 'Dispute Resolution', this Network Servicing Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Delaware without regard to its choice of law rules.

**Communications Authorization.** Member expressly consents and authorizes RSI Vacations and its affiliates to contact them at the address/numbers provided by mail/email, phone and/or text (SMS), including using automated dialing and artificial/prerecorded voice technology, for all purposes relating to the Membership and for marketing purposes. Member's consent shall remain effective until expressly revoked. Member understands consent is not a condition of purchase (and is revocable by member), and further consents and agrees that calls may be monitored and recorded for quality assurance.

**Electronic Signature.** If this Network Servicing Agreement is signed or initialed electronically, it is a transferable record under applicable law.