

## TERMS AND CONDITIONS

1. **Term of Agreement.** Licensee shall be entitled to receive the travel benefits and other related services which are part of the Program (the “**Program Benefits**”) for a period of twelve (12) months beginning after the Effective Date of this Agreement (the “**Program License Term**”).
2. **Program Service Provider.** Although the promotional name of the Program is “Travel Choice International” (hereafter, “TCI”), both TCI and Licensee hereby acknowledge that Reservation Services International, hereafter “RSI” (the “**Program Administrator**”) is responsible for providing reservation and fulfillment services for the various travel and other benefits which are part of the Program and is responsible for altering, maintaining and otherwise administering the contents of the Program.
3. **Purchase Price Refunds.** All refunds of the Purchase Price for a Program License or any other fees paid by Licensee to TCI are to be refunded exclusively by TCI, and are in no way the responsibility of the Program Administrator or its affiliates or subsidiaries.
4. **Program Terms and Conditions.** In addition to the terms and conditions contained herein, by signing this TCI License Agreement (the “**Agreement**”), Licensee acknowledges and agrees to abide by the Program Rules and Regulations which are incorporated herein by reference. Licensee further agrees to abide by all other Program terms and conditions including any and all documentation provided by the Program Administrator or changes to the attached Program Rules and Regulations.
5. **Program License Renewals.** The Program License Term may be extended for successive one (1) year periods. Licensees will be required to pay a renewal fee in order to extend the Program License Term (the “**License Renewal Fee**”). The current License Renewal Fee is \$99.00. The amount of the License Renewal Fee may be changed by the Program Administrator in its sole and absolute discretion. Renewal notices may either be sent by U.S. Mail or by electronic mail to the electronic mail address provided by Licensee to the Program Administrator. Renewal notices sent by U.S. Mail shall be deemed received three (3) business days from the date the notice is postmarked. Notices sent by electronic mail shall be deemed received the same day as sent. Participation in the Program during any renewal term shall be governed by the terms and conditions contained herein.
  - (a) **Suspension Due to Licensee’s Failure to Pay the License Renewal Fee.** The Program Administrator may suspend or terminate the Licensee’s Program License if the Licensee does not pay the License Renewal Fee Renewal within ninety (90) days after renewal notices are sent to the Licensee. If the Program Administrator, in its sole and absolute discretion elects to suspend the Program License, then the Licensee may reinstate his or her Program License by paying the Program Administrator a reinstatement fee of Two Hundred and Fifty Dollars (\$250.00) (the “**Reinstatement Fee**”). If the Licensee fails to pay the Reinstatement Fee within thirty (30) days after being notified that his or her Program License was suspended, the Program License, and this Agreement, shall terminate immediately. During the suspension period, Licensee agrees and acknowledges that he or she will not have access to any of the Program Benefits, including, but not limited to, the right to reserve any hotel, condominium, rental car or cruise accommodations or to access the website or toll-free reservation telephone numbers.
  - (b) **Termination Due to Licensee’s Failure to Pay the License Renewal Fee.** In the event this Agreement is terminated due to Licensee’s failure to pay the License Renewal Fee, Licensee, along with any Additional Licensees, agrees and acknowledges that he or she will no longer have access to any of the Program Benefits, and that no monies paid to the TCI, the Program Administrator or any other third party providing services to Licensee will be refunded. Furthermore, Licensee agrees to remit to the Program Administrator any and all fees owed to Program Administrator by Licensee upon termination of this Agreement or the Licensee’s Program License.
6. **Additional Licensees and Guest Certificates.** A Licensee may add additional persons to his or her Program License (“**Additional Licensees**”) for a fee of One Thousand and No/100 Dollars (\$1000.00) per Additional Licensee and by completing a Request to Add Additional Licensee Form which will be provided by the Program Administrator to the Licensee upon Licensee’s request. All Additional Licensees must be an active employee in the company or, if a family member, be within one degree of familial relation from Licensee (e.g., Licensee’s parent, sibling, or child). All Licensees, including Additional Licensees, must be at least twenty-one (21) years of age and have a valid credit card acceptable to the Program Administrator.
7. **Subject Matter of Program.** This Agreement constitutes an agreement for services. Licensee is not acquiring any freehold estate, estate for years, or any other interest in real estate hereby, nor is Licensee acquiring a timeshare interest or use of any specific geographic site. The Program Benefits are provided solely for Licensee’s recreation, enjoyment and personal consumption. Licensee hereby acknowledges and agrees that he or she is purchasing a Program License based upon its value as a vacation experience or for spending leisure time, and not for purposes of acquiring an appreciating investment or with an expectation that the Program License may be resold. Licensee is not acquiring any legal or beneficial interest in the Program, the Program Administrator or in TCI. Licensee is not entitled to any share of income, gain or distribution of or by TCI nor is Licensee acquiring any voting rights in the Program or TCI. Program Administrator representatives, or its subsidiaries and affiliates, may on occasion offer 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 Licensee’s right to receive the Program Benefits has been suspended, expired, or terminated.
8. **Licensee Representations and Acknowledgements.** Licensee represents that he or she is at least twenty-one (21) years of age and has the capacity to participate in and to use the Program Benefits. Licensee acknowledges that (i) this Agreement constitutes an agreement by and between Licensee and TCI for services to be provided by TCI, the Program Administrator, and its affiliates, subsidiaries, representatives or contractors. This Agreement is a separate and distinct contract from any purchase agreement Licensee may enter into with a developer or seller at any timeshare resort facility.
9. **Savings Claims.** All savings claims made by the TCI or the Program Administrator are based on price comparisons with retailers doing business in the trade area who sell or offer sale the same or comparable goods and at the prices the goods are actually sold or offered for sale by such retailers.
10. **Benefits Providers.** Upon Licensee’s specific request, and prior to the execution of this Agreement, you have the opportunity to examine a list of suppliers who provide services that comprise the Program Benefits and a description of the nature of merchandise which is available to Licensees.
11. **Receipt of Program Materials.** Licensee acknowledges that he or she has received all materials necessary to use and access all of purchased Program Benefits and that there are no Program materials that Licensee has yet to receive or is waiting to receive. The Licensee shall receive the Program materials (or it will be available for pickup by the Licensee at the location where the order was placed) within 6 weeks from the date the Program License was purchased, unless a predetermined delivery date has been furnished to the Licensee in writing at the time the Licensee purchased the Program License. In the event the Licensee does not receive the Program materials within 6 weeks of the purchaser of the Program License (or other date that was provided to the Licensee in writing) then any payment by the Licensee for such goods in advance of delivery shall be, upon the Licensee’s request, fully refunded.
12. **Breach of Terms and Conditions of Program.** The Program Administrator has the right to suspend or otherwise terminate Licensee’s Program License if Licensee does not abide by the Program Rules and Regulations. Termination of a Program License will result in the Licensee’s loss of any right to access or otherwise enjoy the Program Benefits. Furthermore, any and all sums due to either TCI and/or Program Administrator shall immediately become due and payable upon termination of this Agreement or the Program License.
13. **Transfer of Program License.** A Licensee may transfer a Program License at any time through sale, gift, inheritance, dissolution of marriage, or by any operation of law, subject to the following terms; (i) all payments or fees due to the Program Administrator are current, (ii) an administration fee, which is currently two hundred and fifty dollars (\$250.00) has been paid to the Program Administrator; and (iii) the transferee must agree to observe and comply with all the terms and conditions stated in the Agreement.
14. **Oral Representations.** This instrument, along with any documents referred to herein, are the only instruments relative to the subject matter herein and no representations, oral or written, may otherwise be relied upon.
15. **Third Party Vendors and Suppliers.** Licensee acknowledges that vendors and providers other than the Program Administrator will provide services and/or products under the Program together with additional services. The Program Administrator reserves the right, in its sole and absolute discretion, to add, remove or substitute any such vendors, service providers or additional services. Licensee acknowledges and agrees that he or she has not purchased a Program License in reliance that specific vendors, service providers or additional services may or will continue to be available in the future.
16. **Applicable Law.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.