

# TERMS OF MEMBERSHIP

## 1. Introduction

These Terms of Membership set out the legally binding contract between RCI India Pvt. Ltd. ("RCI" or "we") and each person who has the legal right to own, occupy or use accommodation ("Holiday Ownership") in a resort or holiday plan which has affiliated to the RCI Exchange Programme (an "Affiliated Resort") and who applies or is accepted for membership of RCI or who uses the RCI Exchange Programme ("Members" or "you"). The provisions of these Terms of Membership will apply to all programmes or services offered to Members by RCI together with any other applicable terms and conditions notified to you by RCI. 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.

## Article 1 - Definitions

- 1.1 **Affiliated Resorts:** Any resorts affiliated to RCI in terms of the Resort affiliation agreements with RCI.
- 1.2 **RCI Exchange Programme:** RCI's programme of facilitating the exchange of holiday ownership
- 1.3 **Purchasers:** Any individuals, companies, unincorporated associations or other persons who purchase or have contracted to purchase a Timeshare interest in a resort, from or on behalf of the Affiliate or any Marketer engaged by the Affiliate including persons who are already RCI members at the time of purchase.
- 1.4 **Enrolment Application:** The form of application from time to time prescribed by RCI for the enrolment of Purchasers in the RCI exchange programme.
- 1.5 **RCI Members:** Timeshare purchasers whose Enrolment Applications are accepted by RCI.
- 1.6 **Confirmed Exchange:** A written or oral notification to the resort and Exchange Guest that accommodation at the Resort or another resort has been reserved for use by the Exchange Guest.
- 1.7 **RCI Membership/Subscription Fee:** The annual fee from time to time payable by RCI members in respect of RCI's directory, magazine(s) other publications and other benefits of the member.
- 1.8 **RCI Procedures Manual:** Any manual(s) of policies and/or procedures of affiliates from time to time published by RCI, as amended from time to time.
- 1.9 **Enrolment Term:** The period specified in clause 3.2 of the terms and conditions which applies to each RCI member, commencing on the first day of the month in which the relevant RCI Member's Enrolment Application is accepted by RCI.
- 1.10 **RCI Exchange Procedure:** It is the procedure to be followed for availing of an exchange at an RCI Affiliated Resort.
- 1.11 **Exchange Guest(s):** Person(s) who have received a Confirmed Exchange to the Resort from RCI (whether an RCI Member, guest of an RCI member or otherwise).

## 2. The RCI Exchange Programme

RCI will allow participation in its programme of facilitating the exchange of Holiday Ownership rights (meaning the rights you have by virtue of your Holiday Ownership to occupy your holiday accommodation) at Affiliated Resorts to all Members who pay the appropriate charges referred to in these Terms of Membership and otherwise comply with these Terms. RCI will also send to such Members from time to time RCI Community Guide, holiday and travel offers and other RCI publications. Should your RCI Community Guide be lost, stolen or damaged a replacement can be provided at a cost. 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 (such as ones made by Affiliated Resorts, their sales personnel or any other third party), More so in respect of any facilities or amenities available in the Affiliated Resorts which are based on the representation made to us by the Resort.

## 3. Application for Membership

- 3.1 To become a Member, you must be at least 18 years of age, an enrollment application must be submitted to RCI in a form and/or medium prescribed by RCI and the applicable subscription fee

must be submitted to RCI by you or on your behalf. Your application must then be accepted by RCI. We reserve the right to refuse any enrollment application and refund subscription fees paid to the party from whom they were received in the event that the enrollment application is not in a form prescribed by RCI or for other good reason, 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. Acceptance of your membership is effective from the time that we write to you notifying you of your membership number.

- 3.2 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. RCI's standard subscription fee covers each Holiday Ownership of up to (and including) 5 weeks at each Affiliated Resort. Accordingly, a separate subscription fee is payable for each Holiday Ownership at different Affiliated Resorts and for each Holiday Ownership in excess of 5 weeks.
- 3.3 Membership must be in the name of an individual(s) who owns Holiday Ownership and so if a company, partnership, trust, unincorporated association or other entity owns Holiday Ownership, an enrollment application form must be completed on the owner's behalf in the name of an officer, partner or trustee and RCI shall be entitled to treat such person, as well as the owner, as the Member for all purposes.
- 3.4 Up to 2 co-owners of Holiday Ownership who live at the same address may apply for a single membership. The membership card will show only the name of the individual(s) registered by us. However, if more than 2 persons are listed as owning a Holiday Ownership or if co-owners do not reside at the same address, such co-owners (if they wish to become members) must apply for separate memberships. RCI is entitled to treat each owner as the Member and, in the event of conflicting instructions, may refuse to accept instructions received from either co-owner and may suspend or cancel (with an appropriate refund) exchange privileges relating to such Holiday Ownership unless such instructions can be reconciled or resolved. We will provide one set of RCI publications to each membership address registered by us. Notwithstanding anything stated herein a membership card per se does not entitle any accommodation in an affiliated RCI Resort unless the Members follows the RCI exchange procedure.
- 3.5 Only Members may deposit Holiday Ownership rights, request exchanges, request and receive guest certificates or carry out other transactions relating to their membership. RCI will refuse any instructions received from non-members, guests or any other third parties unless you confirm in writing to RCI that such persons are duly authorised in writing to give such instructions relating to your Holiday Ownership rights.

#### **4. Renewal of Membership**

Continuing membership is conditional on the payment of the applicable subscription fee for the following year. We will send you a written reminder for any subscription fee payable by you prior to the expiry date of your membership. You may renew or extend your membership at any time by forwarding to RCI the applicable subscription fee. If payment is not made within the date specified on the written reminder and we nevertheless agree to accept the renewal, we reserve the right to charge a re-instatement fee in addition to the applicable subscription fee; payment of this re-instatement fee is also a condition of renewal. We also reserve the right to refuse to renew a membership for good reason, 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 and any fees paid for an application for renewal which is refused will be returned.

#### **5. Relationship between RCI and the Affiliated Resort**

- 5.1 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. RCI does not develop, sell or market Holiday

Ownerships. However, there is a resort affiliation agreement between RCI and each Affiliated Resort enabling each Affiliated Resort to submit enrollment application forms and, if agreed between the buyer and the seller, pay certain membership fees on behalf of buyers of Holiday Ownership at the Affiliated Resort for an initial membership period.

- 5.2 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 and from the resort affiliation agreement referred to above. However, if the Affiliated Resort does not fulfil the obligations in its resort affiliation agreement with RCI or if the resort affiliation agreement ends for any reason, the resort may lose its Affiliated Resort status and RCI may as a result suspend or terminate the rights of existing Members who have Holiday Ownership at that resort to use such Holiday Ownership in the RCI Exchange Programme. If a Member has no Holiday Ownership at any other Affiliated Resort, then membership may be terminated (in which case a refund will be made as provided for in paragraph 15.4 below) or renewal of membership denied. Accordingly, 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.
- 5.3 Information about Affiliated Resorts published by RCI, including without limitation available facilities, amenities and services, is based on information obtained from the relevant Affiliated Resort. You should be aware that facilities, amenities and services provided at the Affiliated Resort may not necessarily be available or may be restricted at certain times of the year. Accordingly, although RCI makes reasonable efforts to ensure that resort information provided by RCI is accurate and complete as of the date such resort information is provided by RCI to you, RCI cannot accept responsibility for any inaccurate, incomplete or misleading information about any Affiliated Resort provided to Members or their guests, except in the case of negligence on the part of RCI. 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 are free if they wish to make their own enquiries on such matters.

## 6. Depositing Your Holiday Ownership

Notwithstanding anything stated herein a Members right to enjoy the exchange facility will be subject to the Member following exchange procedure provided herein below.

- 6.1 Before you can request an exchange or receive an exchange confirmation, you must:
- 6.1.1 Be a current Member with subscription fees paid up to the last date of the Holiday Ownership rights deposited and the final date of the exchange requested, whichever is the later;
  - 6.1.2 Obtain a written allocation of time and resort from the Affiliated Resort and send it to RCI, where your Holiday Ownership rights are for an unspecified time or resort (i.e. "floating time"); and
  - 6.1.3 Deposit Holiday Ownership rights with us and we will put them into the RCI Pool of exchange accommodation.
- 6.2 By depositing Holiday Ownership rights, you relinquish all rights to use them and agree that those Holiday Ownership rights may be used by RCI without restriction to conduct exchanges, inspection visits, promotions and other purposes in RCI's discretion. 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.
- 6.3 When you deposit Holiday Ownership rights with us, you represent and warrant to us that: (a) you have or will 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; (b) the deposited Holiday Ownership rights have not been, and will not be, assigned, let, offered or made available to any third party (save as set out in paragraphs 10 and 15.2 below), (c) the Holiday Ownership is, so far as you are aware, in good and useable condition; and (d) all maintenance fee assessments, taxes and other charges (whether levied by the management company at the Affiliated Resort or any other third party) 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 accordance with the rules established by the Affiliated Resort at which you have Holiday Ownership rights. If a Member has not paid any maintenance fees or other charges by the due date, RCI may at the request of the Affiliated Resort suspend the Member's exchange privileges for that Holiday Ownership until notified by the Affiliated Resort that outstanding amounts have been paid. 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.

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

## **7. Requesting an Exchange**

- 7.1 You must pay in advance the exchange fee current on the date of request for each exchange requested. If RCI is unable to confirm an exchange acceptable to you we will hold the exchange fee as a credit to your account against future exchange fees or on your request refund it to you in the same manner in which it was paid. There must be at least one member of 18 years or older in the exchange party or 21 years or older for travel to the USA.
- 7.2 Options available to Members for the exchange of Holiday Ownership rights and the procedures and conditions governing them are set out in RCI Community Guide and other RCI publications from time to time. Such procedures and conditions are incorporated in these Terms of Membership in their entirety. In particular, these explain the elements that make up the trading power of deposits. Deposits and exchange requests are accepted subject to your compliance with these procedures and conditions.
- 7.3 Our ability to confirm a request is dependent on the availability of Holiday Ownership rights deposited by others 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. Designated occupancy levels may be subject to change.
- 7.4 A legally binding contract is formed when the exchange reservation is made. Confirmation of the arrangements will be sent out subsequently by RCI and will be valid only if issued by RCI in writing. You must check on receipt all the details in the confirmation carefully and let us know as soon as possible if anything is incorrect, as subsequent changes to any material aspect of the confirmation may be treated as a cancellation.
- 7.5 RCI will apply any reasonable restrictions on exchanges required 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.

## **8. Use of Exchange Accommodation**

- 8.1 Members and their guests must occupy and use any accommodation into which they have exchanged in a responsible, careful and secure manner. Members are responsible for any damage caused by them, their guests or others staying with them and must comply with the Affiliated Resort's rules and bye-laws and replace any items missing from their accommodation on departure.

- 8.2 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 or levy an additional charge. Members accept the fact that accommodation may vary in unit size, design, fixtures, furnishings, amenities and facilities from their own Holiday Ownership.
- 8.3 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.
- 8.4 If you or your guests are going to arrive outside the check-in day and/or time set out in your confirmation, you or they should contact the Affiliated Resort directly to make alternative check-in arrangements. The Affiliated Resort may levy a charge or impose other conditions for any accommodation outside the days specified on the confirmation.
- 8.5 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.

## **9. Cancellation of Exchanges**

- 9.1 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.
- 9.2 You may cancel a confirmed exchange by notifying RCI. We will act upon your instructions whether received in writing (by letter, facsimile or email). If a confirmed standard exchange is cancelled up to 30 days before the date of travel, we will forfeit Rs. 1,250/- for domestic exchanges and Rs. 3,000/- for International exchanges and refund the balance exchange fee. If the standard exchange is cancelled less than 30 days of the start date of the exchange confirmed, there shall be no refund. A standard exchange is one where you can bank your home resort week with RCI and take an exchange against the banked week. Any variation in the rates or terms pertaining to the said clause will be communicated to you.
- 9.3 If you cancel your exchange at least 2 clear 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, their trading power may well have reduced.
- 9.4 We reserve the right (without refund) to cancel a confirmed exchange or cancel an exchange request and deny exchange privileges of any Member whose payment is rejected by the Member's bank or credit card company or who has not paid any maintenance fee assessments or other similar charges relating to their Holiday Ownership by the due date for payment.
- 9.5 We can accept no responsibility if confirmed accommodation becomes unavailable due to any reason beyond our control, such as overbooking (other than by RCI), denial of access by the Affiliated Resort or any natural disaster, act of God, civil unrest or government action. Where such circumstances beyond our control occur before departure (for example, where there has been significant prior damage to the accommodation or where the Affiliated Resort notifies us that the accommodation has already been let out or exchanged through a third party), 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 trading power.
- 9.6 RCI reserves the right to cancel a confirmed exchange, permanently cancel exchange privileges, revoke guest certificates and 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 misuse of an exchange confirmation or guest certificate by the Member or his/her guest(s)

(in particular, but without limitation, use for commercial purposes) or other breach of these Terms of Membership where in RCI's reasonable opinion, the misuse or breach in question reasonably justifies the proposed sanction. Provided that there is time to do so, 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.

## **10. Guests**

10.1 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 for the guest certificate fee current on the date of issue. Persons who have Holiday Ownership rights at Affiliated Resorts, but who are not Members, may not be recipients of guest certificates. Such persons must enrol as Members, deposit their Holiday Ownership rights and submit their own exchange request(s).

10.2 Members should ensure that guests check on receipt all the details on the guest certificate carefully and notify us as soon as possible if anything is incorrect. Guest certificates can be used only by the person(s) named on them and must not be used by anyone under 18 years of age or 21 years of age for travel to the USA. Additional people may travel with the recipient of the guest certificate provided that the number of persons does not exceed the maximum occupancy limit on the exchange confirmation. Guest certificates are not transferable and must not be used for any commercial purpose, including rental, sale or onward exchange to a third party. Their use is subject to any conditions, restrictions or limitations imposed by the relevant Affiliated Resort.

10.3 Members are fully responsible for their guests and everyone travelling with a guest who has been issued a guest certificate. This means that Members accept liability for all the acts, omissions, neglects and/or defaults of guests and everyone travelling with a guest who has been issued a guest certificate, 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 items missing from the accommodation on departure.

10.4 In cases of cancellation, Guest certificate fees are not refundable.

## **11. Flights, Car Hire, Insurance and Other Services**

Any services made available by us other than exchange (such as flights, car hire, insurance, ferries, cruises and safaris) are made available subject to and in accordance with the RCI Booking Conditions and/or the terms and conditions of all relevant organisers or suppliers from time to time. Copies of the RCI Booking Conditions and all relevant organisers' and suppliers' terms and conditions will be made available to you at the time of, or prior to, confirmation of booking. The nature of the services offered will vary from time to time and we reserve the right to vary, withdraw or add services at any time, with or without notice.

## **12. Communicating with You**

12.1 RCI is the sole controller of all data held in relation to Members and their guests resident in India/Middle East Countries and all processing of data relating to your membership and to your or your guests' occupation and use of exchange or other accommodation or of related travel services offered by RCI is therefore subject to India's data protection laws only. RCI will disclose data of the Members to third parties however the Member will be provided with a mailer which will provide the Members the right to option their opinion regarding the disclosure of their data to third parties.

12.2 We will maintain records relating to your membership and to your and your guests' occupation and use of exchange or other accommodation or of related travel services offered by RCI (including information about you or your guests provided by yourself, themselves or by third

parties). We shall be entitled to process those data for the purpose of providing you or they with the products and services you or them have requested; to keep you or your guests informed of further offers from us which may be of interest to you or them (unless you or your guests write to us asking us to exclude you or they from such offers or alternatively telephone, fax or email us to that effect) and for our own administration, market analyses and operational reviews. We, or any associated companies or third parties authorised by us, 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 and resale companies, airlines, insurance companies, car hire companies, ferry and cruise operators, safari organisers, and other suppliers) such information as may be necessary to provide you or your guests with products and services you or they have requested or for the purpose of verification of details relating to your membership or your Holiday Ownership rights or your or your guests' occupation and use of exchange or other accommodation or of related travel services offered by RCI. 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 by the Indian Data Protection laws.

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

### **13. Limitations of Liability**

13.1 If you or any guest suffers any loss or damage through use of the RCI Exchange Programme, howsoever it may arise, we accept we are liable for the loss or damage up to a maximum amount of 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). In no circumstances will we be liable for loss or damage where the possibility of such loss or damage could not reasonably have been foreseen by us or attributable to RCI. These limitations are also applicable to all associated companies, employees and agents of RCI.

13.2 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 nearest RCI servicing office as soon as possible. RCI accepts no liability to Members or their guests for any costs and expenses incurred by them (including without limitation the costs of alternative accommodation) without prior authorisation from RCI's office in Bangalore, India or the nearest RCI local servicing office in relation to any complaints about accommodation or the services provided at an Affiliated Resort. In the unlikely event that the Affiliated Resort does not resolve the matter, you should write to RCI's Customer Services department giving full details of the complaint within 30 days of your return. We reserve the right to refuse to consider any complaints made where this procedure has not been followed.

13.3 RCI accepts no liability for the acts and omissions of any third parties including Affiliated Resorts.

### **14. Variations**

14.1 These Terms of Membership, the RCI Exchange Programme, seasonal designations and RCI's procedures and conditions for effecting exchanges may be changed by RCI from time to time. Members will be notified of any such changes in RCI Community Guide, in other RCI publications produced for Members generally, by letter, e-mail or other electronic media - and no such changes will take effect until they have been so published. The fees charged by RCI (including without limitation the subscription fee, the exchange fee, the guest 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. In addition, RCI may also revise its fees at any other time, subject to prior

notification in RCI Community Guide, in other RCI publications produced for Members generally or by letter, e-mail or other electronic media. These Terms of Membership and any changes notified as above shall supersede and replace prior versions published in RCI Community Guide or otherwise.

14.2 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 RCI Community Guide, in other RCI publications generally or by letter.

## **15. Termination**

15.1 You may terminate your membership at any time by giving us notice in writing provided that you do not hold a confirmed exchange or have an outstanding deposit in the RCI Pool for a future date.

15.2 If you sell or transfer your legal right to any Holiday Ownership, you must notify us as soon as possible. You must 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.

15.3 We may terminate or suspend your membership and any future exchange privileges and cancel any outstanding confirmed exchange if any of the following occur: (a) you fail to comply with any of these Terms of Membership; (b) you fail to pay any sums due to RCI, any Affiliated Resort or any other party in connection with an exchange, the accommodation the subject of an exchange, your Holiday Ownership (including any management fees or other charges payable by you to an Affiliated Resort in respect of your Holiday Ownership) or any relevant travel arrangements; or (c) the resort at which you have Holiday Ownership rights ceases to be an Affiliated Resort as set out in paragraph 5.2 above.

15.4 On termination, we will refund any subscription fee paid in advance by a Member (and not on his/her behalf) less the full one year subscription fee for each year or part of a year for which s/he has 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. 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 unless they have already been assigned or exchanged to a third party.

## **16. Governing Law and Disputes**

16.1 These Terms of Membership shall be governed by and construed in accordance with the laws of India, whatever the nationality of the Member. Where they are translated into a language other than English, the English text shall prevail.

16.2 RCI and the Member agree that the Indian courts shall have jurisdiction to resolve any disputes that arise in connection with these Terms of Membership, save where the dispute is referred to arbitration under RCI's Booking Conditions.