

WorldMark by Wyndham My Savings MEMBERSHIP AGREEMENT

WorldMark by Wyndham My Savings is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Members on an annual basis. WorldMark by Wyndham My Savings membership entitles the Members family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided herein.

INITIAL AND RENEWAL MEMBERSHIP FEE BASED ON MEMBERSHIP TYPE:

(Renewal Membership Fee includes membership for a term of twelve months)

Membership Type	Initial / Renewal Membership Fee
Non-TravelShare	\$99.95
TravelShare	\$49.95
WorldMark by Wyndham TravelShare Elite	\$49.95
WorldMark by Wyndham TravelShare Platinum	\$0
WorldMark by Wyndham TravelShare Diamond	\$0

WorldMark by Wyndham My Savings Membership Terms and Conditions

WorldMark by Wyndham My Savings is a program formed to provide various travel-related benefits and privileges to its Members and currently consists of such benefits as discounts on resort lodging, golf, recreation, car rentals, hotels, motels, cruises and airfare as well as other non-travel related discounts. An individual becomes a Member of WorldMark by Wyndham My Savings by submitting this completed WorldMark by Wyndham My Savings Membership Agreement ("Agreement") and by the payment of the applicable membership fees. The Agreement, when signed by the Member and a WorldMark by Wyndham My Savings representative, will form a legally binding contract between the Member and Wyndham Resort Development Corporation ("Sponsor"), subject to the following terms and conditions:

1. Membership. Membership in WorldMark by Wyndham My Savings is available to individuals and their immediate families only. Membership in WorldMark by Wyndham My Savings is non-transferable and may not be sold.

2. Terms of Individual WorldMark by Wyndham My Savings Programs and Benefits. Programs and benefits offered to WorldMark by Wyndham My Savings Members are described and depicted in the Member's kit, a copy of which has been provided to Member along with this Membership Agreement. Said program and benefits are subject to the separate terms and conditions of the suppliers of the individual benefits which separate terms and conditions are subject to change at any time. The WorldMark by Wyndham My Savings benefits may be changed or eliminated without prior notice to the Members. The Sponsor accepts no responsibility for the acts or omissions of any persons providing such programs or benefits directly to Members. There may be certain additional costs, fees and expenses associated with certain WorldMark by Wyndham My Savings programs or benefits currently available or added by the Sponsor from time to time and such additional costs, if any, shall be borne solely by the Member. Any fees required are disclosed in the materials for the specific benefit.

3. Personal Expenses. The Member is responsible for payment of any personal expenses incurred while utilizing any WorldMark by Wyndham My Savings program or benefit. The use of or participation in WorldMark by Wyndham My Savings is completely voluntary, and payment of any fee or other cost associated with WorldMark by Wyndham My Savings is required only upon that use or participation.

4. Membership Suspension and Termination. This Agreement, together with Member status, may be suspended or terminated by the Sponsor without further obligation if the Member fails to comply with these terms and conditions or the terms of the various programs and benefits of WorldMark by Wyndham My Savings. Further, Membership may be terminated for any misuse of the WorldMark by Wyndham My Savings program or if the Member becomes delinquent on any amounts owed to Sponsor and/or its affiliates, violation of any federal, state or local law or regulation in connection with the use of membership privileges, failure to pay for charges associated with a WorldMark by Wyndham My Savings program or benefit or for any other reason. Membership in WorldMark by Wyndham My Savings will automatically terminate if the Member is no longer a WorldMark Owner.

5. Program Changes. The terms and conditions of this Agreement and of the WorldMark by Wyndham My Savings programs and benefits may be changed from time to time at the sole discretion of the Sponsor. **Sponsor reserves the right to increase the annual fee or future fees from time to time.** Members shall be notified of any information regarding such changes in the WorldMark by Wyndham My Savings publications or written correspondence. Current editions of those publications shall supersede prior editions with respect to the terms and conditions of membership and the WorldMark by Wyndham My Savings programs and benefits. The Sponsor is bound only by the representations that it makes concerning the terms and conditions of its programs and benefits set forth in its official publications or written correspondence and is not responsible for contrary or conflicting representations made by any other person.

ONLINE

6. Limitation of Liability and Release. Sponsor, its subsidiaries, officers, directors, employees and agents, including without limitation, its advertising agencies, printers and other suppliers, shall not be liable for and expressly disclaim any and all liability for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred or caused by a Member, their family, or their guests (i) in connection with the utilization of or participation in any WorldMark by Wyndham My Savings program or benefit, or (ii) resulting from any acts or omissions of any individual or entity providing a product, benefit or service in the WorldMark by Wyndham My Savings program. Sponsor's liability for any other loss or damage incurred by a Member through use of the WorldMark by Wyndham My Savings programs or benefits is limited to the fee paid by such Member for membership in WorldMark by Wyndham My Savings. The Member hereby agrees to release and hold harmless Sponsor, its subsidiaries, successors and assigns, its and their advertising agencies, printers and other suppliers, as well as its officers, directors, employees and agents for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred by Member, the Member's family or guest during any trip or utilization of any WorldMark by Wyndham My Savings program or benefit and for any related damage, theft or loss caused or incurred by the Member, the Member's family or guest.

7. Effective Date and Activation. This Agreement becomes effective when it is signed by the Member and the Sponsor's WorldMark by Wyndham My Savings Representative. The Member must activate the WorldMark by Wyndham My Savings Membership as indicated on the WorldMark by Wyndham My Savings Card before commencing use. If the Member delays activation of the WorldMark by Wyndham My Savings Card, the period of time between the effective date and the activation date shall be lost.

8. Renewal. Unless a Member notifies Sponsor that Member does not wish to renew the WorldMark by Wyndham My Savings Membership, Sponsor may automatically renew the Membership at the end of each twelve month term and bill the renewal Membership fee as instructed above on this Agreement. Renewal Membership fees are based on Member's WorldMark by Wyndham membership at the time of renewal and may vary.

9. Right to Cancel Membership. Member has the right to terminate this Agreement at any time by calling 888-321-0630 or writing to WorldMark by Wyndham My Savings, 8427 SouthPark Circle, Orlando, FL 32819. Member can receive a refund of the unused portion of a renewal Membership fee, upon request. Unused portions of a complimentary Membership are not refundable.

10. Effect of Termination. Termination of Membership in WorldMark by Wyndham My Savings will have no effect on such Member's vacation ownership contractual obligations or agreements and will not result in termination of an ownership interest which a Member may have in real estate, including but not limited to a timeshare, lot, home, condominium, townhouse or undivided interest. Membership in WorldMark by Wyndham My Savings is not additional consideration for the purchase of a vacation ownership interest. Cancellation of Membership in WorldMark by Wyndham My Savings shall in no way relieve a Member of their obligation under any other contract or agreement.

11. Availability of Programs and Benefits. As WorldMark by Wyndham My Savings depends on the services and programs offered by unrelated third party suppliers, Sponsor cannot guarantee continued availability of all programs and benefits. If a WorldMark by Wyndham My Savings program or benefit becomes unavailable for any reason whatsoever, the Member waives any and all claims against sponsor resulting from the unavailability of such program or benefit.

12. Miscellaneous Disclosures. The continued availability of WorldMark by Wyndham My Savings is not necessary for the use and enjoyment of any accommodation within Member's timeshare plan. No costs of acquisition, operation, maintenance, or repair of WorldMark by Wyndham My Savings are passed on to purchasers of a vacation ownership interest in a timeshare plan as a common expense.

You may cancel this Agreement without any penalty or obligation within seven (7) calendar days after the date you sign this Agreement. If you decide to cancel this Agreement, you must notify the Sponsor in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Wyndham Resort Development Corporation at 8427 SouthPark Circle, Orlando, FL 32819, Attn: WorldMark by Wyndham My Savings. Your notice of cancellation may also be sent by facsimile to (407) 626-2202 or by hand-delivery to the sales location where you purchased. Any attempt to obtain a waiver of your cancellation rights is void and of no effect.