

## DISCLOSURE GUIDE TO THE 7ACROSS EXCHANGE PROGRAM

This Disclosure Guide to the 7Across Exchange Timeshare, Vacation Ownership & Points Clubs Exchange Service (the “**7Across Exchange Program**”) explains the 7Across Exchange Program offered to Vacation Owners by 7Across. 7Across recommends that Vacation Owners thoroughly review the information provided in this Disclosure Guide to ensure full understanding of the terms, conditions, operation and use of the 7Across Exchange Program. The Effective Date of this Disclosure Guide is November 1, 2020.

### PREAMBLE AND PRE-CONDITIONS TO PARTICIPATION

To better serve members of the exchange program (“7Across Members”), 7Across (“7Across”) has developed a number of simple terms and conditions that governs the interaction between 7Across and its members. Please contact your local 7Across office to discuss any questions relating to any of the terms and conditions set out below.

In order for a vacation owner to participate in the 7Across Exchange Program, the following conditions must be met:

1. the vacation owner must not be in default under their purchase contract or membership agreement with their respective resort or timeshare plan and must be current on all annual maintenance fees, assessments, dues, taxes and other charges in connection with their ownership of or membership in the applicable resort or timeshare plan;
2. with respect to any vacation property, the vacation property/apartment must meet all of the 7Across requirements for vacation properties as determined by 7Across in its sole discretion;
3. the resort at which an accommodation or vacation property is located must be operated in a commercial fashion as determined by 7Across in its sole discretion and any vacation property/apartment must qualify as a vacation property; and
4. the vacation owner must have the sole ownership or use rights in the deposited vacation time at the time the exchange is confirmed.

### A. TERMS AND CONDITIONS

**Accommodation.** Any apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, campground, cruise ship cabin, houseboat or other vessel, recreational or other motor vehicle, or any private or commercial structure, which is real or personal property and designed for overnight occupancy by one or more individuals in connection with any Timeshare Plan.

**Additional Benefits.** Benefits, in addition to the right to make Exchanges and reservations of Bonus Weeks, which may from time to time be made available in connection with the 7Across Exchange Program, including, for example, Gold Advantage Benefits, hotel and other ancillary travel products.

**Additional Inventory.** Additional inventory, products or services, when in some cases may be acquired by 7Across from third parties, not deposited by or on behalf of a Member, and which may be made available to Members at the sole discretion of 7Across.

**Bank and Save Option or Deposit First Option.** The process by which 7Across Members may deposit (bank) their Vacation Time in weekly intervals into the 7Across Week Pool and receive an Exchange Credit which is valid for three (3) years from the date of deposit and is available to exchange at a future date. When a week is banked with 7Across, the 7Across Member will be issued with a "Deposit Credit". A booking must be confirmed against the Deposit Credit within three (3) years from the date of deposit. The travel date of the confirmed exchange may be after the Deposit Credit expiration date so long as the exchange is confirmed prior to such date.

**Bonus Weeks.** Deposited Weeks or Additional Inventory that have not been booked in connection with a Confirmed Exchange by a date determined by 7Across, which are made available by 7Across in its sole discretion to 7Across Members upon payment of the Bonus Weeks Price or upon the Exchange of a Vacation Time.

**Bonus Weeks Price.** The price required to be paid by a 7Across Member to reserve and use Bonus Weeks.

**Confirmed Exchange.** An Exchange which has been accepted by the 7Across Member, for which the applicable Exchange Fee has been paid, and which has been confirmed by written posting by 7Across.

**Credit Extension Fee.** The fees paid by 7Across Members to extend an Exchange Credit for up to 6 months from the original expiration date.

**Currently Enrolled 7Across Members.** Vacation Owners who have registered to be 7Across Members and who maintain continued ownership of their Vacation Time.

**7Across or Exchange Company.** Dial an Exchange, LLC, an Arizona limited liability company, which owns and operates the 7Across Exchange Program. Use of the words “we” or “us” throughout this Disclosure Guide refers to 7Across.

**7Across Exchange Program or 7Across Program.** The 7Across Timeshare, Vacation Ownership & Points Clubs Exchange Service, an interval-based program of facilitating exchanges of Vacation Time.

**7Across Inventory.** Refers to all of the Deposited Weeks within the 7Across Week Pool at any given time.

**7Across Member or Member.** A Vacation Owner who becomes a member of the 7Across Exchange Program. As of the date of this Disclosure guide there is currently no membership fee required to become a 7Across Member; provided that 7Across Members who desire to participate in Gold Advantage must pay the Gold Advantage Fee. Use of the words “you” or “your” throughout this Disclosure Guide refers to a 7Across Member. All Gold Advantage Members are 7Across Members.

**7Across Website.** 7Across’s website, located at [www.7Across.com](http://www.7Across.com).

**7Across Week Pool™.** The 7Across pool of Deposited Weeks.

**Deposited Week.** Vacation Time which has been used to secure a Vacation Time which has been deposited into the 7Across Week Pool for the purpose of securing an Exchange.

**Disclosure Guide.** This Disclosure Guide to the 7Across Timeshare, Vacation Ownership & Points Clubs Exchange Service.

**Exchange.** The process by which 7Across Members receive exchanges of Vacation Time in connection with the 7Across Exchange Program.

**Exchange Credit.** The credit issued to 7Across Members for the purpose of making an Exchange at a later date as set forth herein. 7Across Members receive Exchange Credits upon depositing Vacation Time under the Bank and Save Option. Each non-promotional Exchange Credit is valid for three (3) years from the date of deposit and is available to exchange against a future date.

**Exchange Fee.** The fees paid by 7Across Members to 7Across for booking an Exchange. Unless otherwise stated, the Exchange Fee includes government imposed surcharges and taxes (GST, VAT, etc.).

**Exchange Request.** A 7Across Member’s request to use 7Across Inventory, from which 7Across attempts to locate a Deposited Week or Additional Inventory for use by the requesting 7Across Member. *Please be aware that due to the effects of the COVID-19 pandemic and related social distancing efforts, it is anticipated that the Exchange Request function may be disabled throughout the majority of the remainder of 2020. Instead, 7Across Members are encouraged to visit the 7Across Website or speak with a 7Across representative to receive current information on exchange availability within the 7Across Week Pool.*

**Fix-It Booking Option.** Transaction is final. Neither fees paid nor deposit is returned. This includes exchange fee, bonus price, upgrade fees and relevant taxes.

**Flex-It Booking Option.** Transaction is fully returned to the member’s account if notified 24 hours before check in. Any monetary amount related to the transaction will be returned

to the member’s account. This means any exchange fee, bonus fee, upgrade fee, relevant taxes will be returned to members account as a monetary credit. The monetary credit will be available for 2 years. After the 2 years, the monetary credit will expire. If a deposit was used, the deposit credit will be returned to the account with the original expiration date. If deposit is past its original expiration date, deposit will not be returned. Since transactions cannot be cancelled online at this time, 7Across must receive notification from the member by telephone or email 24 hours before check in.

**Gold Advantage.** An optional enhanced service upgrade made available exclusively through the 7Across Program to those Members who pay the Gold Advantage Initiation Fee and renew participation by payment of the applicable Gold Advantage Renewal Fee. Gold Advantage consists of two tiers with standard and enhanced additional benefits. A full list of Gold Advantage products and services is available on the website. 7Across reserves the right, in its sole discretion, to cancel, amend or modify Gold Advantage or any Gold Advantage Benefits at any time.

**Gold Advantage Benefits.** The collection of premium benefits available to Gold Advantage Members through Gold Advantage, which benefits are summarized in Section I of this Disclosure Guide. A complete and current list of the Gold Advantage Benefits is set forth on the 7Across Website. 7Across reserves the right, in its sole discretion, to cancel, amend or modify Gold Advantage or any Gold Advantage Benefits at any time.

**Gold Advantage Initiation Fee.** The initial fee payable by 7Across Members for participation in Gold Advantage, which fee may be changed from time to time in 7Across’s sole discretion.

**Gold Advantage Member.** A 7Across Member who participates in Gold Advantage by making an initial payment of the Gold Advantage Initiation Fee and payments of the Gold Advantage Renewal Fee.

**Gold Advantage Renewal Fee.** The renewal fee payable by Gold Advantage Members to continue participation in Gold Advantage, which fee may be changed from time to time in 7Across’s sole discretion.

**Guest.** A 7Across Member’s friends and/or family members whom the 7Across Member allows to use Vacation Time obtained through 7Across (whether by Exchange, Bonus Weeks or Additional Benefits) by informing 7Across upon confirming a reservation.

**Guest Names.** All bookings must be confirmed with the proper guest details at the time the confirmation is issued. Multiple bookings confirmed with the same guest name for similar check in dates will be considered duplicates and invalid and may be cancelled by 7Across without notice unless prior arrangement has been made with 7Across. If 7Across Members are allowing guests to use their timeshare, the 7Across Member is the responsible party for any damage to unit.

**Home Resort.** Any Resort containing a 7Across Member's Vacation Time.

**Host Resort.** Any Resort to which a 7Across Member travels on an Exchange, Bonus Weeks, Additional Benefits or Gold Advantage Benefits in connection with the 7Across Exchange Program.

**Hotel Program Inventory.** Hotel Program Inventory means hotel or other ancillary travel-related products that may be offered by 7Across. To the extent 7Across, in its sole discretion, elects to make Hotel Program Inventory available to Members, it may do so through any means and subject to any limitations and restrictions.

**Hotel Provider.** Hotel Provider means a third party who may offer Hotel Program Inventory to certain Members, in the sole discretion of 7Across.

**Indemnitee.** 7Across and its partners, officers, managers, employees, directors, shareholders, agents, representatives, parent companies, affiliates and subsidiaries and their predecessors, successors and assigns.

**Person.** Any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

**Replacement Exchange.** An Exchange made in accordance with a 7Across Member's Fix-It and Flex-It Booking Options. When searching online or within the call center, both options will be provided. The Flex-It will be priced higher for both the Exchange and Bonus Option. When confirming, neither option will have the default and the member/agent will need to select. When member/agent selects the option, a pop up box will display relevant information related to the selection and the member/agent will need to check a box they understand the conditions before confirming.

**Resort.** Any resort, development or other location at which an Accommodation or Vacation Property is located.

**Search First Option.** The process by which 7Across Members may search for and select 7Across Inventory from the 7Across Week Pool or Additional Inventory and deposit their Vacation Time in order to complete an Exchange.

**Timeshare Plan.** Any single site or multi-site timeshare plan, timesharing plan, vacation ownership plan, fractional interest program or similar plan or program whereby a Person receives the right to use and occupy Accommodations

**Unit Size Upgrade Fee.** The upgrade fee required for 7Across Members to receive an Exchange for a Vacation Time for occupancy of 1 bedroom, 2 bedroom, 3 bedroom or larger Accommodations upon depositing Vacation Time for occupancy of Accommodations of a unit size smaller than the Vacation Time exchanged in to. (Selected 7Across territories only). If the unit size of the banked week is smaller than the

unit size of the exchange week confirmed, a unit size upgrade fee may be payable at time of confirmation. If this amount is due, it will be advised at time of confirmation of the exchange week. Unit size upgrades are offered only in 7Across's sole discretion.

**Vacation Owner.** A Person who has purchased or otherwise acquired a Vacation Time and/or who holds the right to reserve Vacation Time in accordance with a Timeshare Plan.

**Vacation Property.** A fully serviced vacation apartment unit (i.e. a villa, cabana or chalet) which is located at a Resort in a high-demand tourist or vacation destination, has onsite management, and also offers the types of high-quality amenities and facilities typical of a first class vacation accommodation. 7Across shall be the sole arbiter of whether a vacation apartment qualifies as "Vacation Property." 7Across is not responsible for any linen, cleaning and/or service charges related to the use of Vacation Property in connection with the 7Across Exchange Program.

**Vacation Time.** Use rights for a period of time at a Resort which are deposited with 7Across.

## **B. EXCHANGE COMPANY BACKGROUND**

7Across is an Arizona limited liability Company with its principal offices located at:

6277 Sea Harbor Drive  
Orlando, FL 32821

The 7Across Exchange Program is carried out at this principal office location and/or other business locations.

### **7Across's Manager is:**

DAE Delaware, LLC, a Delaware limited liability company

### **7Across's Member (owner) is:**

DAE Delaware, LLC, a Delaware limited liability company  
6277 Sea Harbor Dr.  
Orlando, FL 32821

### **7Across's Officers and Directors are:**

Sherri Avara, Vice President  
Olivier Chavy, President  
Elizabeth Dreyer, Chief Accounting Officer, Senior Vice President, and Manager  
Joseph M. Hollingshead, Senior Vice President and Treasurer  
Stacey Jagielski, Assistant Secretary  
Amy Lipka, Vice President  
Frank Sassano, Vice President and Assistant Treasurer  
Amy Sinelli, Senior Vice President, Secretary, and Manager  
Ciara Sisk, Senior Vice President  
Michael Toscano, Chief Financial Officer, Senior Vice President, and Manager

7Across is a subsidiary of Wyndham Destinations, Inc., a Delaware company ("**Wyndham Destinations**").

## C. GENERAL INFORMATION

7Across provides the 7Across Exchange Program and other related services and benefits to 7Across Members. 7Across is an independent exchange company and, other than with respect to Wyndham Destinations and its subsidiaries, is not owned, operated or controlled by any Resort developer, seller, managing entity or vacation ownership plan whose Vacation Owners participate in the 7Across Exchange Program. Other than with respect to Wyndham Destinations and its subsidiaries, **neither 7Across nor any of its officers or directors has any legal or beneficial interest in any developer, seller or managing entity, Resort, Timeshare Plan or other vacation ownership plan participating in the 7Across Exchange Program. Wyndham Destinations is the parent corporation of 7Across and Fairfield Resort Management Services, Inc. ("FRMS"), a resort management company, Wyndham Vacation Resorts, Inc. ("WVR"), Wyndham Resort Development Corporation doing business as WorldMark by Wyndham ("WRDC"), Equivest Finance, Inc. ("Equivest"), and Wyndham Vacation Rentals North America, LLC ("WVRNA"), and their respective subsidiaries. Some officers and/or directors of Wyndham Destinations may from time to time serve as officers and/or directors of 7Across, FRMS, WVR, WRDC, Equivest, and/or WVRNA, and vice versa. Certain officers and directors of 7Across may own, or have rights to acquire, shares of stock in Wyndham Destinations.**

Unlike 7Across, the 7Across Exchange Program is not a corporation, legal entity or association of any kind. Rather, the 7Across Exchange Program is the service name given to the services available to 7Across Members by 7Across including, without limitation, the operation of the system by which 7Across Members exchange their Vacation Time for 7Across Inventory.

7Across is not currently affiliated with any Resorts, Timeshare Plans, timeshare developers or managers of timeshare property such that developers or managers do not offer 7Across Exchange Program membership directly to purchasers of interest in Timeshare Plans and membership in the 7Across Exchange Program is not dependent on a developer's or manager's agreement to participate in the 7Across Exchange Program; however, 7Across reserves the right, in its sole discretion, to affiliate with any Resorts, Timeshare Plans, timeshare developers or managers of timeshare property in the future. 7Across has entered into contractual arrangements with managers of Timeshare Plans on a corporate membership basis, which arrangements provide for the deposit of Timeshare Plan inventory or other equivalent deposits of value in the 7Across Exchange Program that 7Across Members may reserve in return for the right of members of such Timeshare Plans to reserve 7Across Inventory.

Membership in 7Across is completely voluntary and participation in the 7Across Exchange Program is not dependent in any way upon 7Across's affiliation with any Resort, Timeshare Plan, timeshare developer or manager of timeshare property. 7Across offers the 7Across Exchange Program directly to Vacation Owners who desire to become 7Across Members. There is no required fee for membership in 7Across; provided that 7Across Members who desire to

participate in Gold Advantage must pay the applicable Gold Advantage Initiation Fee along with the Gold Advantage Renewal Fee in order to continue participation in Gold Advantage.

The 7Across Exchange Program is offered to all Vacation Owners (even those who are members in other exchange programs), including, without limitation, timeshare, vacation points club and Vacation Property owners, subject to the provisions herein. Gold Advantage is offered to all 7Across Members; however, participation in Gold Advantage is completely optional to 7Across Members.

Any and all documents governing a 7Across Member's participation in the 7Across Exchange Program are separate and distinct from the 7Across Member's membership agreement, terms and conditions, purchase agreement(s) and/or other agreements with their respective Resort and/or Timeshare Plan. The 7Across Exchange Program provides an opportunity for 7Across Members to make Exchanges of their Vacation Time and does not provide the right to use or occupy any specific Accommodations or Vacation Property.

Purchasers of Vacation Time should select Resorts which best meet their ongoing vacation needs. **Any decision to purchase Vacation Time should be based primarily upon the benefits to be gained from the ownership, use and enjoyment of your Vacation Time at your Resort or within your Timeshare Plan and not upon the anticipated benefits of the 7Across Exchange Program. The Resort at which you purchase your Vacation Time is solely responsible for its financial viability and the quality of its accommodations, facilities, amenities, management and services.**

7Across may offer additional benefits to 7Across Members, which may be subject to separate terms and conditions, in exchange for Exchange Credits. 7Across may change, limit, or eliminate the availability of such additional benefits in 7Across's sole discretion. 7Across does not guarantee that any additional benefit will be made available to 7Across Members, or, if made available, will remain available for any period of time. 7Across reserves the right to impose limits on 7Across Members' use of additional benefits that can be applied towards additional benefits. All 7Across Members may not have access to all benefits.

## D. REQUESTING AN EXCHANGE

The 7Across Exchange Program provides 7Across Members with the opportunity to exchange your Vacation Time for 7Across Inventory made available in connection with the 7Across Exchange Program. Members have two options for effectuating an Exchange: the Search First Option and the Bank and Save Option (Deposit First Option). Regardless of whether you desire to employ the Search First Option or the Bank and Save Option, you must be in compliance with the Terms and Conditions of this Disclosure Guide in order to make an Exchange.

❖ **The Search First Option.** This option enables 7Across Members to search the 7Across Week Pool for Inventory and select the Deposited Week or Additional Inventory of

their choice. Once you choose a Deposited Week or Additional Inventory for your exchange, you deposit your Vacation Time with 7Across and make an Exchange Request. Upon receipt of an Exchange offer from 7Across, you may choose to accept or decline the Exchange offer. Upon acceptance of an Exchange offer, you must pay the applicable Exchange Fee (and, as applicable, Unit Size Upgrade Fee), and confirmation of the Exchange is delivered to the member via email or via post mail to the member for presentation at the Resort upon check-in. The Search First Option is subject to the priority of Gold Advantage Members described herein.

❖ **The Bank and Save Option (Deposit First Option).** This option enables 7Across Members to deposit (bank) Vacation Time into the 7Across Week Pool and use a credit received to make an Exchange at a later date. Upon depositing your Vacation Time, you will receive an Exchange Credit to redeem at any time within three (3) years from the date of deposit. Your Exchange Credit is what enables you to make an Exchange. You can then search the 7Across Week Pool and select from available 7Across or Additional Inventory at any time during the three (3) year term and make an Exchange Request. Upon receipt of an Exchange offer from 7Across, you may choose to accept or decline the Exchange offer. Upon acceptance of an Exchange offer, you must pay the applicable Exchange Fee (and, as applicable, Unit Size Upgrade Fee), and confirmation of the Exchange is delivered to the member via email and again via post mail to the member for presentation at the Resort upon check-in. In certain circumstances as determined solely by 7Across, a 7Across Member whose Exchange Credit has recently expired may be permitted to extend the Exchange Credit for an additional 6 months upon payment of a Credit Extension Fee in an amount determined by 7Across in its sole discretion from time to time.

❖ Additionally, 7Across Members who use the Bank and Save Option may make an Exchange Request before finding suitable 7Across Inventory in the 7Across Week Pool or Additional Inventory. 7Across, in its discretion, may place restrictions on the number and type of searches a 7Across Member may place at any time. In this case, you must submit an Exchange Request for future Inventory and you are then added to a waitlist for the appropriate Vacation Time. Once a Vacation Time matching your Exchange Request is deposited into the 7Across Week Pool, the first 7Across Member on the appropriate waitlist is contacted by 7Across with an Exchange offer, subject to priorities available to Gold Advantage Members and other parameters which may be described herein. Upon receipt of an Exchange offer from 7Across, you may choose to accept or decline the Exchange offer. Upon acceptance of an Exchange offer, you must pay the applicable Exchange Fee (and, as applicable, Unit Size Upgrade Fee), and confirmation of the Exchange is delivered to the member via email and again via post mail to the member for presentation at the Resort upon check-in.

❖ Exchange Requests may be made up to one (1) year in advance and no less than two (2) days in advance of the desired travel dates. Exchange Requests will generally be

processed on a first-come, first served, space available basis, in the order in which they are received; provided that Exchange Requests made by Gold Advantage Members shall have priority over all other Exchange Requests as described herein. Exchange Requests may specify a particular Resort and/or dates; however, flexibility on dates and/or destinations will increase the likelihood of a successful Exchange. In order to provide the greatest flexibility for 7Across Members, 7Across generally works with a number of different Resorts within any particular vacation area, as opposed to specific Resorts within any particular area. To increase your likelihood for receiving a Confirmed Exchange, we recommend including several different vacation areas and at least 2 or 3 dates in each Exchange Request with a limited travel window of 3 months. **Exchange Requests are arranged and confirmed on a space-available basis, subject to priority given to Exchange Requests made by Gold Advantage Members (as described herein), and there are no guarantees of fulfillment of any Exchange Request. 7Across reserves the right, in its sole discretion, to cancel, amend or modify the process for Exchange Requests at any time. In addition, please be aware that due to the effects of the COVID-19 pandemic and related social distancing efforts, it is anticipated that the Exchange Request function may be disabled throughout the majority of the remainder of 2020. Instead, 7Across Members are encouraged to visit the 7Across Website or speak with a 7Across representative to receive current information on exchange availability within the 7Across Week Pool.**

❖ **During periods of high demand, i.e. national holidays, peak summer vacation weeks and school holidays, and at Resorts located in high demand vacation areas, space availability is limited.** 7Across Members requesting Exchanges for these times and at these Resorts are encouraged to request Exchanges as early as possible, subject to the terms hereof. In fact, all 7Across Members are encouraged to submit Exchange Requests as far as possible in advance of their requested vacation dates, subject to the provisions hereof.

❖ You may request and receive Exchanges whether or not your Deposited Weeks have been assigned to another 7Across Member

## E. ADDITIONAL EXCHANGE INFORMATION

Deposits may be made via email, facsimile, Internet (at the 7Across Website), mail and telephone. Generally, Vacation Time may only be deposited no later than eight (8) weeks prior to the check-in date (or expiration date) for such Vacation Time. Late deposits (i.e., deposits made within eight (8) weeks of check-in date) may only be accepted in 7Across's sole discretion, which may be contingent upon certain factors, including but not limited to the payment of a late deposit fee.

All Exchanges through the 7Across Exchange Program are for one (1) week. Exchange Requests for more or less than one (1) week are processed and confirmed on a week-by-week basis. Receipt of a Confirmed Exchange for one (1) Vacation Time does not guarantee receipt of a Confirmed Exchange for

any other Vacation Time. When you confirm the first Exchange Request, it is with the knowledge that 7Across may or may not be able to confirm remaining Exchange Requests. It is entirely your decision to either accept or decline any Exchange offers. Check-in days and times are set by individual Resorts – 7Across is not responsible for setting check-in and check-out days or times. 7Across Members must abide by the check-in and check-out days and times set by Host Resorts. Unlike hotels, timeshare resorts generally set one day of the week as their check-in and check-out day. Vacation plans should be made in accordance with the check-in and check-out days and times of the Host Resort. **There are no priorities, limitations or restrictions on Exchanges based on seasonality, unit size or levels of occupancy of Vacation Time and related Accommodations or Vacation Property. However, 7Across Members who deposit a unit size, which is smaller than the Exchange Week confirmed unit size, shall be required to pay the applicable Unit Size Upgrade Fee in order to receive an Exchange for Vacation Time for occupancy of 1 bedroom, 2 bedroom, 3 bedroom or larger sized Accommodations.** 7Across attempts to give 7Across Members maximum choice of Exchange destinations by not otherwise restricting unit size, quality, location or seasonality. **Gold Advantage Members receive the Gold Advantage Benefits in Section I below and on the 7Across Website, which Gold Advantage Benefits include, without limitation, priority relating to making Exchanges, viewing Inventory and reserving Bonus Weeks and Additional Benefits. The standard benefits of 7Across Membership are subject to the Gold Advantage Benefits made available to Gold Advantage Members.**

Exchange confirmations will include all pertinent information for the 7Across Member to contact the Host Resort in connection with the Exchange. All Confirmed Exchanges are final, non-transferable and are issued subject to the terms of this Disclosure Guide including, without limitation, the Terms and Conditions listed below and the Cancellation Policy. Only those Persons named on the confirmation paperwork may occupy the applicable Accommodation or Vacation Property. 7Across is not responsible for documents not received due to the error of any third party.

The deposit of Vacation Time into the 7Across Week Pool does not relieve a 7Across Member's obligation to pay any and all maintenance fee assessments, taxes or other similar charges imposed by any applicable local, state or federal governmental entity (or its equivalent if the Resort is located in a foreign country) or imposed by a Home Resort, Host Resort or provider of accommodations and/or other services which are required to be paid fully in advance. **Exchange privileges may be denied, or a Confirmed Exchange canceled, if a 7Across Member's maintenance fee assessments or similar charges have not been paid when due.** Special charges, user fees or government taxes that may not be required by the 7Across Member's Home Resort may be charged to the 7Across Member by a Host Resort. It is the 7Across Member's responsibility to pay those charges, fees, or taxes if they are not reflected in the Exchange Fee.

7Across Members who desire to deposit Vacation Time that are based upon vacation points or "floating" timeshare weeks must either obtain confirmed unit week

reservations/assignments from their Resort or Timeshare Plan or coordinate with 7Across in obtaining such confirmed unit week (or the applicable points) from the 7Across Member's Resort or Timeshare Plan before their Vacation Time can be deposited into the 7Across Week Pool.

All non-promotional Exchange Credits expire on the third (3<sup>rd</sup>) anniversary of their issuance. Upon expiration of your Exchange Credit, your right to make an Exchange terminates. Each year there are a certain number of Deposited Weeks which are not used by 7Across in effectuating Exchanges. While some of these Deposited Weeks go unused, Deposited Weeks not used in effectuating Exchanges are generally used as Bonus Weeks and/or Additional Benefits. Exchange Credits are not dependent on the disposition of the Vacation Time which was exchanged to obtain the Exchange Credit.

## F. USE OF VACATION TIME

❖ **Use by 7Across.** By depositing a Vacation Time, the 7Across Member warrants to 7Across that: (1) the 7Across Member has or will have the legal right to use and assign the use of the deposited Vacation Time and all other resort amenities to which the 7Across Member has access; (2) the deposited Vacation Time has not been and will not be assigned, offered or made available by the 7Across Member to any third party; and (3) the physical accommodations are in good and usable condition. A 7Across Member relinquishes all rights to the use and occupancy of his/her Vacation Time upon depositing it into the 7Across Week Pool. 7Across reserves the right to assign your deposited Vacation Time to others, whether or not the depositing 7Across Member has requested or received an Exchange. Deposited Weeks may be used by 7Across for any commercially reasonable purpose, including but not limited to reasons such as to satisfy Exchange Requests, as Bonus Weeks, as Additional Benefits or as Gold Advantage Benefits, to accommodate inspection visits by 7Across personnel, for promotions, sale, marketing, or other purposes as determined by 7Across in its sole discretion. Deposited Weeks may not be withdrawn from the 7Across Week Pool by the depositing 7Across Member. 7Across reserves the right in its sole discretion to modify the terms of any Deposited Week transfers.

❖ **Use by 7Across Members.** Participation in the 7Across Exchange Program is for personal, non-commercial purposes only. The commercial use, including without limitation the auction, rental or sale, of Vacation Time obtained through 7Across (whether by Exchange, Bonus Weeks Additional Benefits or Gold Advantage Benefits), Exchange Requests or Confirmed Exchanges is strictly prohibited; provided, however, that 7Across Members may assign their Vacation Time to Guests as set forth in this Disclosure Guide. The only Person who may make an Exchange Request or receive a Confirmed Exchange with respect to a Deposited Week shall be the Vacation Owner of such Vacation Time. A Confirmed Exchange may only be used by a 7Across Member or Guest whose name appears on the confirmed reservation.

Accommodations, services and amenities related to inventory vary by location and resort. The total number of people occupying the accommodation or Vacation Property must not exceed the maximum occupancy of the unit set forth in the exchange confirmation or reservation; otherwise, access may be refused, or an additional charge may be levied against the 7Across Member. 7Across is not responsible for loss, damage to, or theft of personal property related to a 7Across Member's use of accommodations and/or Vacation Property, nor is 7Across liable for personal or bodily injury to a 7Across Member or its guests and invitees in connection with such use.

7Across reserves the right, in its sole discretion (without refund or credit), to revoke a Confirmed Exchange, terminate or suspend the membership of any 7Across Member, or deny access to any of the products or services offered in connection with their 7Across Membership in the event that the 7Across Member, or their Guests or respective invitees, misuse Vacation Time, Exchange Requests or Confirmed Exchanges, or otherwise breach the Terms and Conditions of 7Across Membership.

- ❖ **Gold Advantage Benefit.** On payment of the Gold Advantage Benefit fee, additional benefits include priority request, advance notice availability, pricing advantages on selected transactions and other promotional offers when available.

**G. 7Across PROGRAM FEES**

- ❖ **No Membership/Annual Fees.** As of the date of this Disclosure guide there are no membership fees or annual fees required to participate in the 7Across Exchange Program.

- ❖ **Gold Advantage Initiation and Renewal Fees.** 7Across Members must pay a one-time Gold Advantage Initiation Fee in order to participate in Gold Advantage and receive the Gold Advantage Benefits. Gold Advantage Members must pay the current Gold Advantage Renewal Fee to continue such participation in Gold Advantage. The amount of the Gold Advantage Initiation and Renewal Fees required for participation in Gold Advantage is based upon the residency of the 7Across Member. The current Gold Advantage Initiation Fees for North America are \$89 to \$159 USD depending on tier and term.

Gold Advantage Initiation and Renewal Fees may vary and are subject to change at 7Across's sole discretion. 7Across Members will be advised by 7Across of any Gold Advantage Initiation and Renewal Fee changes as set forth in Section L. Gold Advantage Members are responsible for paying the then-current Gold Advantage Renewal Fees to continue participation in Gold Advantage. The above Gold Advantage Initiation and Renewal Fees may vary for corporate participation or other programs offered by or through 7Across at 7Across's sole discretion. 7Across retains the right to waive any Gold Advantage Initiation or Renewal Fees for any reason.

- ❖ **Exchange Fees.** 7Across charges an Exchange Fee to process and confirm each Exchange based upon the residency of the 7Across Member and the destination (domestic or international) of the Confirmed Exchange. The Exchange Fee is not due until the 7Across Member's Exchange Request has been confirmed (i.e., the 7Across Member has received a Confirmed Exchange). 7Across provides two booking options for exchange, Fix-It and Flex-It. **Fix-It Booking Option. Transaction is final. Neither fees paid nor deposit is returned. This includes exchange fee, bonus price, upgrade fees and relevant taxes. Flex-It Booking Option.** Transaction is fully returned to the member's account if notified 24 hours before check in. Any monetary amount related to the transaction will be returned to the member's account. This means any exchange fee, bonus fee, upgrade fee, relevant taxes will be returned to members account as a monetary credit. The monetary credit will be available for 2 years. After the 2 years, the monetary credit will expire. If a deposit was used, the deposit credit will be returned to the account with the original expiration date. If deposit is past its original expiration date, deposit will not be returned. Since transactions cannot be cancelled online at this time, 7Across must receive notification from the member by telephone or email 24 hours before check in.

- ❖ The current Exchange Fees are:

USA, Canada, Mexico, & The Caribbean	
Domestic and International	\$189 USD

USA, Canada, Mexico, & The Caribbean	
Fix-It Domestic and International	\$189 USD
Flex-It Domestic and International	\$239 USD

Exchange Fees may vary and are subject to change at 7Across's sole discretion. 7Across Members will be advised by 7Across of any Exchange Fee changes. The above Exchange Fees may vary for corporate participation or other programs offered by or through 7Across at 7Across's sole discretion. 7Across retains the right to waive or materially decrease any Exchange Fees for any reason, including, by way of example, in connection with various promotions conducted by 7Across from time to time, such as promotions relating to the deposit of Vacation Time which 7Across determines to be in high demand. In addition, Gold Advantage Members currently receive a 10% discount on the payment of all Exchange Fees

- ❖ **Unit Size Upgrade Fees.** 7Across charges a Unit Size Upgrade Fee for 7Across Members to receive an Exchange for a Vacation Time for occupancy of 1 bedroom, 2 bedroom, 3 bedroom or larger Accommodations after depositing Vacation Time for occupancy of Accommodations which are smaller than the Exchange Week confirmed. Therefore, **7Across Members who deposit a Vacation Time unit size, which is smaller than the Exchange Week confirmed unit size, shall be required to pay the applicable Unit Size Upgrade Fee.** Unit Size

upgrade Fees are based upon the number of bedrooms of the Accommodations which the 7Across Member desires to occupy by virtue of an Exchange. The Unit Size Upgrade Fee is not due until the 7Across Member's Exchange Request has been confirmed (i.e., the 7Across Member has received a Confirmed Exchange). The current Unit Size Upgrade Fees in North America are:

		Confirmed Exchange Unit Size			
		1 Bedroom	2 Bedroom	3 bedroom	4 bedroom
Unit Size	Deposit	\$75	\$150	\$225	\$225
	1 Bedroom		\$75	\$150	\$225
	2 Bedroom			\$75	\$150

Unit Size Upgrade Fees may vary and are subject to change at 7Across's sole discretion. 7Across Members will be advised by 7Across of any Unit Size Upgrade Fee changes. The above Unit Size Upgrade Fees may vary for corporate participation or other programs offered by or through 7Across at 7Across's sole discretion. 7Across retains the right to waive any Unit Size Upgrade Fees for any reason. Unit Size Upgrade Fees are included in the Cancellation Protection Option available on Vacation Time exchange transactions.

❖ **Credit Extension Fees.** In certain circumstances as determined solely by 7Across, a 7Across Members whose Exchange Credit has recently expired may be permitted to extend the Exchange Credit for an additional 6 months upon payment of a Credit Extension Fee in an amount determined by 7Across in its sole discretion from time to time. 7Across retains the right to waive any Credit Extension Fees for any reason.

❖ **Miscellaneous Fees; Taxes.** 7Across Members are solely responsible for the payment of any and all bed tax, transient occupancy tax or similar tax that may be imposed in connection with the use and occupancy of the Accommodations or Vacation Property pursuant to an Exchange, whether such are included in the Exchange Fee or otherwise imposed.

7Across Members are solely responsible for payment of any applicable port charges, gratuities, personal expenses, utility charges, security deposits and other fees or charges properly levied by a Resort or other party for the use of amenities and facilities.

7Across Members are solely responsible for all damage and loss to the Accommodations or Vacation Property at the Host Resort as a result of 7Across Member's conduct (and the conduct of family, friends, invitees and Guests), as well as all personal charges incurred at the Host Resort including, without limitation, telephone calls, Internet service, meals and beverages, and any other applicable and permissible charges imposed by the Host Resort.

Some Resort stays require, or make available as an option, all-inclusive fees which are due upon check in, and pay for the guest's meals and beverages. These all-inclusive

programs may include more or less, but are purely at the discretion of the Resort. 7Across has identified these Resorts and labeled them accordingly in the displayable Resort profile on the 7Across Website. 7Across Members are solely responsible for all-inclusive fee payments to the Resort.

Each Resort may, in its sole discretion, impose additional fees, terms, conditions and restrictions to any accommodation, activity or service, and such additional fees, terms, conditions and restrictions are subject to change at the sole discretion of the Resort. It is the responsibility of the 7Across Member to determine if any such additional fees, terms, conditions and restrictions apply to their transaction.

## H. BONUS WEEKS & ADDITIONAL BENEFITS

7Across reserves the right to offer Bonus Weeks and Additional Benefits to 7Across Members in exchange for Vacation Time deposited into the 7Across Week Pool and/or other costs and fees as determined by 7Across from time to time.

❖ **Bonus.** Bonus are comprised of Deposited Weeks and Additional Inventory that have not been booked in connection with a confirmed exchange. 7Across makes bonus available to all 7Across Members. Bonus can be reserved via email, online (at the 7Across Website) and telephone. 7Across Members may reserve bonus upon payment of the bonus price if the week is offered as a bonus and the 7Across Member wants to use it for a vacation. The 7Across Member has the choice of either (i) exchanging the Vacation Time and paying the exchange fee, or (ii) reserving the week as bonus and paying the bonus price. Reservations of bonus are not complete until 7Across receives the applicable bonus payment, (or exchange fee if the 7Across Member chooses to take the week up as an exchange), and the applicable confirmation documentation is issued to the 7Across Member.

7Across provides two booking options for bonus, Fix-It and Flex-It. **Fix-It Booking Option.** Transaction is final. Fee paid is not returned. This includes bonus price and relevant taxes. **Flex-It Booking Option.** Transaction is fully returned to the member's account if notified 24 hours before check in. Any monetary amount related to the transaction will be returned to the member's account. This means any bonus price and relevant taxes will be returned to members account as a monetary credit. The monetary credit will be available for 2 years. After the 2 years, the monetary credit will expire. Since transactions cannot be cancelled online at this time, 7Across must receive notification from the member by telephone or email 24 hours before check in.

❖ **Bonus Weeks.** Bonus Weeks is generally comprised of all Deposited Weeks that have not been booked in connection with a Confirmed Exchange as of a date prior to the check-in date determined by 7Across in its sole discretion. 7Across makes Bonus Weeks available to all 7Across Members. Bonus Weeks can be requested and reserved via email, facsimile, Internet (at the 7Across Website), and



telephone. 7Across Members may reserve Bonus Weeks upon payment of the Bonus Weeks Price or upon the Exchange of a Vacation Time, as the 7Across Member may elect. In other words, if a Deposited Week is offered as Bonus Weeks and you desire to use it for your vacation, you have the choice of either (i) exchanging your Vacation Time and paying the Exchange Fee, or (ii) reserving the Deposited Week as Bonus Weeks and paying the Bonus Weeks Price. Reservations of Bonus Weeks are not complete until 7Across receives the applicable Bonus Weeks Price or issues a Confirmed Exchange, as applicable. Gold Advantage Members currently receive a 10% to 15% discount on the payment of the applicable Bonus Weeks Price depending on the Gold Advantage tier.

Subject to the terms of this Disclosure Guide, Bonus Weeks is available to all 7Across Members and there is no limit on the amount of Bonus Weeks that 7Across Members can reserve. Your Guests may use the Bonus Weeks you reserve; provided, however, that (i) all Bonus Weeks reservations must be made by you, as the 7Across Member, on behalf of your Guests, and (ii) you, as the 7Across Member, are solely responsible for all damage and loss to the Accommodations or Vacation Property as a result of the conduct of Guests and their invitees, as well as all personal charges incurred in connection with the Bonus Weeks including, without limitation, telephone calls, Internet service, meals and beverages, and any other applicable and permissible charges. The Bonus Weeks Price is non-refundable.

- ❖ **Hotel Program Inventory.** 7Across, in its sole discretion, may but shall not be required to offer Hotel Program Inventory. The type and quantity of Hotel Program Inventory may change from time to time, and Hotel Program Inventory may be discontinued entirely, in 7Across sole discretion, without advance notice to Members. Hotel Program Inventory may be subject to additional terms and conditions, including, but not limited to use year limits, blackout dates and cancellation policies. Restrictions and other limitations may apply. Each Hotel Provider Transaction may require a combination of fees, cash paid and/or Deposit Credit, and may be subject to applicable taxes. Hotel Program Terms and Conditions are available online. Hotel Program Terms and Conditions are subject to change without advance notice. If any conflict exists between these Terms and Conditions and the Hotel Program Terms and Conditions, Hotel Provider Program Terms and Conditions shall take precedence.
- ❖ **Additional Benefits.** Additional Benefits include, without limitation, other Accommodations, products or services, as well as “special” or “promotional” offers as may be available as determined by 7Across in its sole discretion and upon such Terms and Conditions as may be established by 7Across from time to time. 7Across may, from time to time and in its sole discretion, add, delete or modify any and all Additional Benefits offered in connection with the Exchange Program. 7Across does not guarantee that any specific Additional Benefit will be available to 7Across Members, or, if made available, will remain available for any specific period of time.

## I. GOLD ADVANTAGE BENEFITS

Any Gold Advantage Member who fails to timely pay the applicable Gold Advantage Renewal Fee shall lose the right to participate in Gold Advantage and receive Gold Advantage Benefits. In addition to the standard benefits of 7Across Membership, 7Across Members who become and maintain status as Gold Advantage Members are entitled to the Gold Advantage Benefits. Below is a summary of the current Gold Advantage Benefits, a complete list of which is provided on the 7Across Website:

- ❖ **Priority Exchange Requests.** Exchange Requests of Gold Advantage Members generally have priority over other Exchange Requests. Upon making an Exchange Request for a Vacation Time, Gold Advantage Members will be placed ahead of other 7Across Members (except for other Gold Advantage Members) on the waitlist for the appropriate Vacation Time. Gold Advantage Members have an increased likelihood of receiving Exchanges based upon their Exchange Requests. ***Please be aware that due to the effects of the COVID-19 pandemic and related social distancing efforts, it is anticipated that the Exchange Request function may be disabled throughout the majority of the remainder of 2020. Instead, 7Across Members are encouraged to visit the 7Across Website or speak with a 7Across representative to receive current information on exchange availability within the 7Across Week Pool.***
- ❖ **Pricing Advantages.** Gold Advantage Members currently receive a 10% discount on the payment of Vacation Time Exchange Fees, Unit Size Upgrade Fees, and Bonus Weeks Prices depending on the Gold Advantage tier.
- ❖ **Advance Notice of Available Inventory.** Gold Advantage Members are permitted to view and book new Inventory fourteen (14) days prior to other 7Across Members in connection with Exchanges, Bonus Weeks and Additional Benefits, subject to change.

## J. CANCELLATION POLICY

We understand that circumstances sometimes change causing plans to be altered at the last minute. Where we can, we try our best to accommodate special circumstances once you have paid for your Confirmed Exchange. Subject to the following “Cancellation Policy,” 7Across Members may cancel their Confirmed Exchanges by notifying 7Across by telephone or in writing.

**Cancellations by 7Across.** 7Across reserves the right, in its sole discretion (without refund or credit), to cancel a Confirmed Exchange, cancel an Exchange Request or otherwise deny the Exchange privileges of any 7Across Member whose Exchange Fee is rejected by the 7Across Member’s bank or credit card company or who has not fully prepaid all annual maintenance fees, assessments, dues, taxes, and other charges relating to its ownership or membership in the applicable Resort or Timeshare Plan. 7Across may cancel or suspend a Confirmed Exchange or membership privileges of any 7Across Member failing to comply with the Terms and Conditions of 7Across

Membership set forth in this Disclosure Guide. 7Across may cancel a Confirmed Exchange or a Deposit Credit in the event that, in 7Across's sole discretion: (i) the Resort is not operated in a manner that enables it to meet its obligations or is otherwise not in compliance with applicable laws, rules, regulations, policies or procedures, or if such applicable laws, rules, regulations, policies or procedures require the closing of such Resort; (ii) the Resort is destroyed, condemned, uninhabitable or otherwise not suitable for use; or (iii) the Resort is the subject of a foreclosure suit, or the subject of a motion or other proceeding to place it under the control of a receiver, mortgagee in possession or bankruptcy trustee. In the event that a Resort becomes uninhabitable due to a natural disaster, or closed due to an epidemic or other force majeure, 7Across is not liable for the resulting cancellations. The Deposited Week used for this Exchange will not be eligible for another Exchange. An additional Exchange Fee (and, as applicable, Unit Size Upgrade Fee) will be required to confirm another Exchange Request using a newly deposited Vacation Time.

❖ **Cancellations of Rental Confirmations.** Cancellation of rental reservations are subject to the terms and conditions of the rental property which may include forfeiture of the entire fee paid in connection therewith.

❖ **Resort/Unit Change.** Due to unforeseen circumstances beyond 7Across's control, should the resort need to change a unit allocation or move a reservation to a different resort, 7Across shall have the right to modify the reservation. Any change should be reasonably equivalent in unit size and standard of accommodation to that of the original reservation. 7Across shall not be responsible for any additional costs or compensation to the 7Across Member or guest.

❖ **7Across Right To Modify Reservation.** Due to unforeseen circumstances beyond 7Across's control, should a resort need to change a unit allocation or move a reservation to a different resort, 7Across shall have the right to modify the Confirmed Exchange. Any change should be reasonably equivalent in unit size and standard of accommodation to that of the original reservation. 7Across shall not be responsible for any additional costs or compensation to the 7Across member or guest.

#### **K. AFFILIATED RESORTS AND 7Across PARTICIPANTS**

Other than with respect to its relationship with Wyndham Destinations and its subsidiaries, 7Across is an independent exchange company and is not currently affiliated with any Resorts, Timeshare Plans, timeshare developers or managers of timeshare property. Accordingly, there are no Resorts or Timeshare Plans that "participate" in the 7Across Exchange Program. Instead, 7Across offers membership in the 7Across Exchange Program directly to Vacation Owners. Thus, it is not possible or relevant for 7Across to list (1) the name and address of each Resort or Timeshare Plan participating in the 7Across Exchange Program; (2) the number of Accommodations or Vacation Properties in each Resort or Timeshare Plan that are

available for occupancy and which qualify for participation in the 7Across Exchange Program, expressed within the numerical groupings 1-5; 6-10; 11-20; 21-50; and 51 and over; or (3) the number of Currently Enrolled 7Across Members for each Resort or Timeshare Plan participating in the 7Across Exchange Program in the numerical groupings 1-100; 101-249; 250-499; 500-999; and 1000 and over. Notwithstanding the foregoing, 7Across reserves the right, in its sole discretion, to affiliate with any Resort, Timeshare Plan, timeshare developer or manager of timeshare property at any time. Any additions of affiliates shall be determined by 7Across based upon factors such as size, location, and quality of the affiliated resort and its accommodations and facilities. Further, 7Across has entered into contractual arrangements with certain managers of Timeshare Plans on a corporate membership basis, which arrangements provide for the deposit of Timeshare Plan inventory in the 7Across Exchange Program that 7Across Members may reserve in return for the right of members of such Timeshare Plans to reserve 7Across Inventory.

The number of Resorts available through the 7Across Exchange Program varies at any given time because availability is not tied to the "participation" of any particular Resort or Timeshare Plan in the 7Across Exchange Program; rather, availability of particular Resorts is solely dependent upon the Resort location of each 7Across Member's Vacation Time deposited in to the 7Across Program. Accordingly, in selecting a location for Exchange, 7Across Members are limited to those Resorts in which Vacation Time have been deposited, which can be viewed on the 7Across Website. The minimum duration of timeshare intervals/Vacation Time is established by the governing documents of the particular Resort in which such Vacation Time exist.

The constantly changing Resorts available to 7Across Members through the 7Across Exchange Program vary in size from a few, if any, Accommodations or Vacation Properties to several hundred, or more, per any particular Resort. Consequently, 7Across Members should not participate in the 7Across Exchange Program in anticipation of the ability to receive a Confirmed Exchange at any particular Resort or during a particular time of year, and receipt of a Confirmed Exchange for an Accommodation at a particular Resort in a given year is not a guarantee that Accommodations at such Resort will be available in future years. Each 7Across Member is given a detailed description of the applicable Resort before selecting a Vacation Time at such Resort.

#### **L. THE TERMS OF 7ACROSS MEMBER'S DEPOSIT**

7Across reserves the right, in its sole discretion, to refuse, deny or cancel a deposit.

The maintenance fees on the week being deposited must be paid in full prior to final confirmation of an exchange being accepted by 7Across.

The week deposited for the exchange must be exclusively relinquished to 7Across, and neither the 7Across Member

nor any other party (other than 7Across) may use the deposited week or assign such week to another party or company (including by placing the week into a rental pool). The 7Across Member must not deposit the week with more than one exchange company at a time in any one entitlement period, as this will cause an overbooking of the unit at the home resort. The 7Across Member shall be responsible for any expenses to an inbound guest or 7Across because the inbound guest is denied access to the deposited week because such deposited week with another exchange company.

A number of resorts like to bank the weeks on their owner's behalf. Please check with the resort if you are unsure of the resort banking procedure. Alternatively, a local 7Across office may advise which resorts operate on this basis.

7Across will accept a 7Across Members deposit week up to eight (8) weeks prior to the expiration date (or check-in date) of the week. 7Across, in its sole discretion may accept deposits with less than 8 weeks and may charge a late deposit fee to be determined by 7Across. In addition, 7Across may cancel a confirmed exchange or a deposit in the event that, in 7Across's sole discretion:

- i. the resort is not operated in a manner that enables it to meet its obligations or is otherwise not in compliance with applicable laws, rules, regulations, policies or procedures;
- ii. the resort is destroyed, condemned, uninhabitable or otherwise not suitable for use; or
- iii. the resort is the subject of a foreclosure suit, or the subject of a motion or other proceeding to place it under the control of a receiver, mortgagee in possession or bankruptcy trustee. In the event that a resort becomes uninhabitable due to a natural disaster, 7Across is not liable for the resulting cancellations.

#### **M. ADDITIONAL TERMS AND CONDITIONS**

In addition to the foregoing, 7Across Members further acknowledge and agree that:

- ❖ In order for a Vacation Owner to participate in the 7Across Exchange Program, the following conditions must be met: (i) the Vacation Owner must not be in default under their purchase contract or membership agreement with their respective Resort or Timeshare Plan and must be current on all annual maintenance fees, assessments, dues, taxes, and other charges relating to their ownership/membership in the applicable Resort or Timeshare Plan; (ii) with respect to any purported Vacation Property, vacation apartment unit purported to be Vacation Property must meet all of the 7Across qualifications for Vacation Property as determined by 7Across in its sole discretion; (iii) the Resort at which an Accommodation or Vacation Property is located must be operated in a commercially reasonable fashion as determined by 7Across in its sole discretion and any vacation apartment must qualify as Vacation Property; and (iv) the Vacation Owner must have the sole ownership

and/or use rights in the Deposited Week at the time the Exchange is confirmed.

- ❖ 7Across reserves, in its sole discretion, the right to amend or modify these Terms and Conditions of participation in the 7Across Exchange Program at any time and for any reason including, without limitation, the increase or decrease of fees provided for hereunder and/or the addition of membership fees and other fees. 7Across Members will be provided with notice of all material changes to the 7Across Exchange Program subsequent to the Effective Date of this Disclosure Guide. 7Across reserves the right to provide such notice via newsletter, email, publication, mailing or posting on the 7Across Website ([www.7Across.com](http://www.7Across.com)), or by any other method as 7Across may determine. Any amendment or modification will be effective upon publication or mailing. 7Across further reserves, in its sole discretion, the right to modify, waive or eliminate any term or condition with respect to any 7Across Member or group of 7Across Members including, without limitation, any and all fees.
- ❖ By participating in the 7Across Exchange Program, each 7Across Member irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of the courts of Orange County, Florida for any and all disputes arising in relation to the 7Across Exchange Program. 7Across Members agree not to institute or seek to institute any litigation arising out of or relating to the 7Across Exchange Program in any forum other than a court of Orange County, Florida.
- ❖ Each 7Across Member consents and waives such 7Across Member's objection to the non-exclusive personal jurisdiction of a venue in the Florida state courts situated in Orange County, Florida and the United States District Court for the District of Florida for all cases and controversies under the Terms and Conditions or between 7Across and the 7Across Member.
- ❖ **WAIVER OF JURY TRIAL.** EACH 7ACROSS MEMBER HEREBY WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THE TERMS AND CONDITIONS HEREOF OR THE RELATIONSHIP BETWEEN ANY INDEMNITEE, ANY MEMBER, ANY GUEST OF A MEMBER, AND THEIR RESPECTIVE ASSIGNS AND SUCCESSORS.
- ❖ If any legal action is initiated by a 7Across Member or a Guest or by 7Across pertaining, directly or indirectly, to the Terms and Conditions or 7Across in general, and 7Across prevails, that 7Across Member or Guest shall, without limitation, pay all costs incurred by 7Across in defending such action, including reasonable attorneys' fees, paralegal fees and court costs.
- ❖ The Terms and Conditions in this Disclosure Guide constitute the entire agreement between the parties hereto with respect to the subject matter set forth herein and supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter.

- ❖ 7Across's logo, brand name and other trademarks may not be used without the prior written permission of 7Across. Other logos and brand names described herein may be trademarks of their respective owners.
- ❖ The Terms and Conditions of participation in the 7Across Exchange Program shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflicts of laws and principles.
- ❖ 7Across Members remain subject to any and all procedures, terms, conditions, rules and regulations, and financial obligations related to a 7Across Member's ownership/membership in its Resort and/or Timeshare Plan.
- ❖ Host Resorts and other providers may impose their own limitations and requirements regarding occupancy limits for particular accommodations, behavior while at the resort, and other issues. 7Across Members are responsible for abiding by the rules and regulations of the Host Resort. Unless a 7Across Member or guest informs the check-in desk at a particular Host Resort that they anticipate checking in later than the arrival time designated, the arriving 7Across Member or guest risks forfeiture of the reservation and the related Deposit Credit. Each 7Across Member is responsible for his or her own actions as well as the actions of his or her family, friends, invitees, Guests and any other Persons permitted by a 7Across Member to use the Accommodation or Vacation Property in connection with an Exchange, Additional Benefits and Bonus Weeks. Any Host Resort may, in its sole discretion, impose additional fees, terms, conditions and restrictions to any accommodation, activity or service, and such additional fees, terms, conditions and restrictions are subject to change at the sole discretion of the Host Resort. It is the responsibility of the 7Across Member to determine if any such additional fees, terms, conditions and restrictions apply to their transaction.
- ❖ The failure of a 7Across Member to fully comply with all of its obligations related to its ownership/membership in its Resort and/or Timeshare Plan may result in such 7Across Member being unable to enjoy the rights and benefits otherwise available in connection with the 7Across Exchange Program.
- ❖ The Vacation Time deposited for Exchange has neither been utilized by nor assigned to any other Person. Vacation Time to be banked in the 7Across Week Pool may not be deposited with another exchange company ("Double Banking"). 7Across Members shall be solely responsible for any expenses incurred by 7Across or another 7Across Member who has been denied access to a Deposited Week as a result of Double Banking.
- ❖ 7Across Members who desire to deposit Vacation Time which are based upon vacation points or "floating" timeshare weeks must either obtain confirmed unit week reservations/assignments from their Resort or Timeshare Plan or coordinate with 7Across in obtaining such confirmed unit week (or the applicable points) from the 7Across Member's Resort or Timeshare Plan before their Vacation Time can be deposited into the 7Across Week Pool.
- ❖ Participation in the 7Across Exchange Program is for personal, non-commercial purposes only. The commercial use, including without limitation auction, rental or sale, of Vacation Time obtained through 7Across (whether by Exchange, Bonus Weeks or Additional Benefits), Exchange Requests or Confirmed Exchanges is strictly prohibited.
- ❖ All Exchange transactions are between 7Across and the applicable 7Across Member. Guests are not parties to any transaction between 7Across and 7Across Members. All Confirmed Exchanges must include the name of the Person(s) allowed to check-in at the Host Resort. Multiple bookings confirmed with the same guest name for similar check in dates will be considered duplicates and invalid and may be cancelled by 7Across without notice unless prior arrangement has been made with 7Across. Any changes in such Person(s) must be made by the 7Across Member who made the Exchange by contacting 7Across. Upon receipt of such change, 7Across will issue a new Exchange Confirmation and the Host Resort will be notified accordingly.
- ❖ 7Across has access to a variety of resorts in different countries with varying levels of accommodation types, building standards and services. 7Across cannot be held responsible for any Resort that may not meet the expected standard of accommodation, service, operation, facilities or amenities. Accommodations, services and amenities related to Inventory vary by location and Resort, and Accommodations and Vacation Property may vary in size, quality and décor. 7Across does not warrant the suitability, safety or security of Resort activities, guides, vendors or service providers described herein. 7Across Members are given the opportunity to research the suitability of any offered exchange Resort prior to confirming the exchange transaction. It is the 7Across Member's responsibility to investigate the safety and suitability of any activity, and the credentials and fitness of any guide, vendor or service provider, and 7Across Members participate at their own risk.
- ❖ The total number of people occupying the Accommodation or Vacation Property must not exceed the maximum Occupancy of the unit set forth in the Exchange Confirmation or reservation; otherwise, access may be refused or an additional charge may be levied against the 7Across Member.
- ❖ All Accommodations and Vacation Property used and occupied in connection with an Exchange must be left in the same condition as when the 7Across Member arrived – "Clean and Tidy."
- ❖ Any breakages/damages must be reported immediately to the Host Resort staff. The 7Across Member is solely responsible for all damage and loss to the Accommodations or Vacation Property at the Host Resort as a result of 7Across Member's conduct (and the conduct of family,

friends, invitees and Guests, and the family, friends and invitees of Guests), as well as all personal charges incurred at the Host Resort including, without limitation, telephone calls, Internet service, meals and beverages, and any other applicable and permissible charges imposed by the Host Resort.

- ❖ 7Across Members are solely responsible for the payment of any and all bed tax, transient occupancy tax or similar tax that may be imposed in connection with a Member's use and occupancy of the Accommodations at a Resort, provided that unless otherwise stated all taxes are included in the Exchange Fee.
- ❖ 7Across Members are responsible for payment of any all-inclusive fees that may be charged by any Resort to cover the member's food and beverage during the vacation. It is the 7Across Member's responsibility to know what is or is not included in the all-inclusive fee charged directly by the Resort.
- ❖ 7Across Members are responsible for payment of any applicable port charges, gratuities, personal expenses, utility charges, security deposits and other fees or charges properly levied by a Resort or other party for the use of amenities and facilities.
- ❖ 7Across is not responsible for loss, damage to, or theft of personal property related to a 7Across Member's use of Accommodations and/or Vacation Property, nor is 7Across liable for personal or bodily injury to a 7Across Member or its Guests and invitees in connection with such use.
- ❖ Telephone conversations between 7Across Members and 7Across in connection with the 7Across Exchange Program may be recorded and/or monitored for quality control and training purposes and 7Across Members hereby expressly consent to such recording and monitoring.
- ❖ 7Across may occasionally offer promotions, products and services through a variety of marketing programs, including through the use of telephone and email solicitations. 7Across Members hereby expressly consent and agree to all such solicitations including, without limitation, solicitations by means of prerecorded messaging, automatic dialing equipment, predictive dialing equipment, email and/or similar marketing methods, and further including solicitations to 7Across Member's cellular telephone number, if any.
- ❖ 7Across's liability to a Member or Guest for any loss, injury or damages resulting from their use of or inability to use the 7Across Exchange Program shall be limited to the fees paid to 7Across for the relevant use. In no case shall 7Across be liable for special, consequential, incidental or indirect damages. Non-7Across Exchange Program related programs and services offered through 7Across or by third parties with permission of 7Across, are subject to separate terms and conditions and may be changed, eliminated or added to without prior notice to 7Across Members. 7Across shall not be responsible for the action or omissions and/or representations (whether oral or written) of any third

parties. This limitation applies regardless of the form of action whether in contract, tort or otherwise. This limitation of liability shall also apply to 7Across and all affiliated companies, successors, assigns and agents of 7Across.

- ❖ Each 7Across Member acknowledges that Host Resort is subject to change in the Host Resort's sole discretion and is not subject to 7Across's control and may differ in assignment, unit size, design, furnishings, amenities, facilities and accessibility for individuals with disabilities from the accommodations of the 7Across Member's Resort. Each 7Across Member acknowledges that it is the sole responsibility of the owner, lessor, lessee or operator of any Resort, and not the responsibility of 7Across, to ensure that its accommodations, facilities and amenities are accessible to and usable by individuals with disabilities in compliance with all applicable state, federal and local laws.
- ❖ Upon a 7Across Member's renewal of participation and upon each instance of receipt of a Confirmed Exchange or reservation for Bonus Weeks or Additional Benefits, any and all legal claims of a 7Across Members against 7Across are and shall be waived and 7Across is and shall be released from any and all liability arising from a 7Across Member's participation in the 7Across Exchange Program with respect to a claim which may have occurred through the date of renewal or receipt of the Confirmed Exchange or reservation for Bonus Weeks or Additional Benefits.
- ❖ To the best of 7Across Member's knowledge, neither 7Across Member, its owners (if 7Across Member is an entity), its officers, directors or employees or anyone else affiliated with 7Across Member, whether by a common ownership, by contract, or otherwise, has been designated as, or is, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of the Treasury's Office of Foreign Assets Control, or otherwise.
- ❖ All written information 7Across Member submits to 7Across about his/her/its Resort or Timeshare Plan, the 7Across Member or his/her/its finances was or will be at the time delivered, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between 7Across and 7Across Member except as expressly stated in these Terms and Conditions or otherwise in this Disclosure Guide.
- ❖ 7Across Member will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all losses and expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at a Resort, or involving personal injury or property damage, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) by a 7Across Member, any party associated or affiliated with a 7Across Member or any

of the owners, officers, directors, employees, agents or contractors of 7Across Member or 7Across Member's affiliates. 7Across Member has no obligation to indemnify any Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury.

- ❖ 7Across Member will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. 7Across Member will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by Indemnitee if 7Across Member's insurer or 7Across Member does not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in 7Across's discretion, because of actual or potential conflicts of interest. Indemnitee has the right to retain counsel of its choosing. 7Across must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on 7Across, or could serve as a precedent for other matters.
- ❖ Any 7Across Member whose conduct, or whose family's, Guest's or invitee's conduct, shall be deemed by 7Across to be likely to endanger the welfare, safety, harmony or good reputation of 7Across or is otherwise improper, may be reprimanded, suspended or expelled from the 7Across Exchange Program, and have all privileges associated therewith suspended or terminated. 7Across shall be the sole arbiters of what constitutes improper conduct as contemplated herein.
- ❖ If the Accommodations or Vacation Property for which an Exchange, Bonus Weeks of any Additional Benefit has been confirmed become unavailable due to natural disaster, act of God, terrorism, civil unrest, or any other event beyond 7Across's control, you waive any and all claims against 7Across.
- ❖ Any complaints about the Accommodations, Vacation Property or services provided at a Host Resort should be made at the earliest opportunity to a person of authority at the Host Resort. In the event the Host Resort does not resolve the matter, you may notify 7Across in writing and provide complete and accurate details of the matter within thirty (30) days of your return. We reserve the right to refuse to consider any complaints made where this procedure has not been followed.
- ❖ Exchange or non-exchange-related programs and services offered by 7Across or by third parties with the permission of 7Across, including, without limitation all Gold Advantage Benefits, where applicable, shall be governed by this Disclosure Guide including, without limitation, these Terms and Conditions, but may be subject to additional and/or separate terms and conditions and may be changed or eliminated without prior notice to you. Unless specifically stated to the contrary, where the context requires otherwise or where otherwise prohibited, this Disclosure Guide shall

control. 7Across accepts no responsibility for the acts or omissions of any third parties providing such programs or services directly to you.

- ❖ If you or your Guest fail to comply with this Disclosure Guide or fail to pay any sums owed to 7Across, Resort or any other entity affiliated with 7Across, your Confirmed Exchange or reservation may be revoked, your membership may be suspended or terminated, or access may be denied to any of the products or services offered by 7Across without further obligation. In the event of a suspension based upon non-payment, your Exchange privileges will remain suspended until all sums that are owed are paid.
- ❖ If 7Across should be prevented, hindered or delayed in the performance of any obligation hereunder, including, but not limited to, providing Accommodations or Vacation Property, due to a "Force Majeure" beyond its reasonable control, and which cannot reasonably be circumvented by 7Across through the use of alternate sources or other means, then 7Across shall be excused from further performance upon written notice to the affected 7Across Member stating the reason for such nonperformance. The term "Force Majeure", as used herein, shall mean and refer to (i) an act of God or public enemy, fire, explosion, perils of the sea, lightning, earthquake, storm, flood, declared or undeclared war, revolution, insurrection, riot, act of piracy, act of terrorism, sabotage, blockade, embargo, accident, epidemic or quarantine; (ii) action by a governmental authority which prevents or delays performance of 7Across's obligations hereunder; or (iii) a strike, lockout or other labor unrest resulting from any cause and whether or not the demands of the employees involved are reasonable or within 7Across's power to concede. Notwithstanding 7Across's inability to perform any obligation hereunder, the Member's obligations hereunder shall continue.
- ❖ By submitting a review with 7Across you understand and agree to allow 7Across to reproduce, translate, adapt, modify, and publish that review at 7Across's sole discretion on any 7Across related material.
- ❖ Personal information collected about you through the use of 7Across or the 7Across Website is subject to 7Across's privacy policy. For more information about 7Across's use and protection of your information, please review 7Across's privacy policy located on the 7Across Website.
- ❖ These Terms and Conditions and this Disclosure Guide are exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between 7Across and anyone else is for 7Across Member's benefit. The section headings in this Disclosure Guide are for convenience of reference only.
- ❖ Should 7Across allow 7Across Member to deviate from these Terms and Conditions or this Disclosure Guide, 7Across may insist on strict compliance at any time after written notice. 7Across's silence or inaction may not be used to establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under these Terms and

Conditions of this Disclosure Guide by 7Across must be in writing and signed by 7Across's authorized representative to be effective.

- ❖ 7Across has access to a variety of resorts in different countries with varying levels of accommodation types, building standards and services. 7Across cannot be held responsible for any resort that may not meet the expected standard of accommodation, service, operation, facilities or amenities.
- ❖ 7Across does not own or operate the resorts and is not liable for their description, services, state of their property or presentation. Complaints about accommodations or services provided at a resort should be made at the earliest opportunity to a person of authority at the resort.
- ❖ 7Across does not warrant the suitability, safety or security of resort activities, guides, vendors or service providers described herein. 7Across Members are given the opportunity to research the suitability of any offered exchange resort prior to confirming the exchange i. transaction. It is the 7Across Member's responsibility to investigate the safety and suitability of any activity, and the credentials and fitness of any guide, vendor or service provider, and 7Across Members participate at their own risk.
- ❖ Each 7Across Member acknowledges that host resort is ii. subject to change in the host resort's sole discretion and is not subject to 7Across's control and may differ in assignment, unit size, design, furnishings, amenities, facilities and accessibility for individuals with disabilities iii. from the accommodations of the 7Across Member's resort.
- ❖ Each 7Across Member acknowledges that it is the sole responsibility of the owner, lessor, lessee or operator of any resort, and not the responsibility of 7Across, to ensure that iv. its accommodations, facilities and amenities are accessible to and usable by individuals with disabilities in compliance with all applicable state, federal and local laws.

❖ Privacy Notice. Personal Information collected about 7Across Member through 7Across Member's use of this website is subject to our Privacy Notice. For more information about our use and protection of 7Across Member's information, please review 7Across's Privacy Notice at <https://7Across.com/legals/privacy>.

❖ Force Majeure. In the event that 7Across is prevented, hindered or delayed in the performance of any obligation to a 7Across Member (including, but not limited to, providing lodging or other accommodations) due to an Event of Force Majeure, 7Across shall be excused from further performance upon notice to 7Across Member stating the reason for such nonperformance, without obligation to refund or return any amounts that were paid by 7Across Member before or after such notice. Upon such notification, 7Across shall owe no further duty or obligation to 7Across Member.

The term "Event of Force Majeure" shall mean:

- i. an act of God or of a public enemy, fire, explosion, perils of the sea, lightning, earthquake, storm, flood, declared or undeclared war, revolution, insurrection, riot, act of piracy, act or threatened act of terrorism, sabotage, blockade, embargo, accident, epidemic, pandemic (including COVID-19), or quarantine;
- ii. action by a governmental authority, a court, appointment of a receiver or mortgagee in possession, or an assignment for the benefit of creditors;
- iii. a strike, lockout or other labor unrest resulting from any cause and whether or not the demands of the employees involved are reasonable or within 7Across's power to concede; or
- iv. any other cause or circumstance beyond 7Across's reasonable control.

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