



For Members of The Club  
with European Collection  
Points or Fractional Points



Legal Documents  
2021-2022

# Destination Xchange<sup>®</sup>

By Diamond Resorts<sup>®</sup>





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Destination Xchange

# PROGRAM TERMS AND CONDITIONS

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**These Destination Xchange Points Program Terms and Conditions** (“Terms and Conditions”) have been adopted by Destination Xchange, LLC, a Delaware limited liability company (hereinafter referred to as “Operating Company”), and the company that established the Destination Xchange Points Program (hereinafter referred to as the “Exchange Program”). These Terms and Conditions govern the operation of the Exchange Program and provide for the rights, privileges, priorities, limitations and restrictions for use of the Exchange Program. These Terms and Conditions apply to Members who own or have use of European Collection Points and/or Fractional Points.

## 1. DEFINITIONS

As used herein, the following capitalised terms shall have the following meanings:

### 1.1 “5-Year Advantage Xchange”

A method of Exchange Request whereby a Member deposits a set number of Points prior to making an Exchange Reservation request. Upon confirmation of a deposit, the Member receives a Tier Credit for seven (7) nights in an Accommodation based upon the number of Points deposited. May also be referred to as a “Deposit First exchange.”

### 1.2 “Accommodation”

The physical space in an apartment, condominium, home, townhome, cooperative unit, cabin, lodge, hotel or motel room, or any other private or commercial structure or facility, whether or not permanently affixed to real property, including a cabin on a cruise ship, yacht, or other similar vessel or a houseboat or a motor home at a Resort, available for use or occupancy by one or more individuals and made available to the Exchange Program.

### 1.3 “Association”

The timeshare club or collection in which a Member owns Points. It includes Diamond Resorts Fractional Owners Club and Balkan Jewel Fractional Owners Club in which a member owns Fractional Points and Diamond Resorts European Collection Limited in which a Member owns European Collection Points.

### 1.4 “Association Fee”

Any fee a Member is obligated to pay to the Member’s Association by virtue of such Member’s ownership of Points, including without limitation maintenance and reserve fees, special assessments and The Club fees.

### 1.5 “Co-Owner”

An individual authorised, along with the Primary Member, to make Exchange Requests.

### 1.6 “Declaration”

The Association’s legal documentation including terms and conditions and reservation rules by which the Association is established and governed.

### 1.7 “Diamond”

Diamond Resorts International Inc. and any associated or subsidiary companies within the Diamond group of companies.



**1.8 “Exchange Fees”**

The Standard Exchange Fee which shall be payable at the time a member makes an Exchange Request for an Instant Xchange, a 5-Year Advantage Xchange or an Express Xcapes and the Short Xchange Fee which is payable for any Short Xchange. The amount of the Standard Exchange Fee and Short Xchange Fee shall be established each year (or otherwise periodically) as determined by Operating Company in its sole discretion. The Exchange Fees differ for the different classes of membership based on a member’s Loyalty Level.

**1.9 “Exchange Pool”**

The aggregation of all of the Use Periods in Accommodations which the Operating Company has accumulated, classified, has available, or has access to facilitate the completion of exchanges requested by Members and to facilitate the satisfaction of other obligations of Operating Company to Members.

**1.10 “Exchange Program”**

The Destination Xchange Points Program which provides vacation, travel, exchange and other leisure benefits to its Members, and which is governed by these Terms and Conditions.

**1.11 “Exchange Program Documents”**

Those agreements and other documents governing the use and operation of the Exchange Program, including, but not limited to, these Terms and Conditions, the Membership Guide and the Reservation Rules, and any other agreements or documents utilised from time to time to establish, operate or describe the Exchange Program or to make Accommodations available to the Members, as such agreements and documents may be entered into, promulgated or amended, from time to time in the Operating Company’s sole discretion.

**1.12 “Exchange Request”**

A 5-Year Advantage Xchange or an Instant Xchange request made with Points to the Operating Company that is made by or on behalf of a Member (by the Primary Member or a Co-Owner) for the use of Accommodations in exchange for relinquishing the Member’s Points to the Exchange Program.

**1.13 “Exchange Reservation”**

A confirmed reservation in an Accommodation following an Exchange Request.

**1.14 “Express Xcapes”**

A seven (7) night reservation in an Accommodation made within 30 days of the check in date for a 50% discount off the Points value detailed in the Points and Tier Chart. A Standard Exchange Fee is payable.

**1.15 “Fee Schedule”**

The fee schedule which sets forth the amounts of the Exchange Fees, Tier Upgrade Fees and any other fees payable in relation to the Exchange Program.

**1.16 “Guest Certificate”**

A certificate issued by Operating Company at the request of the Primary Member for use of an Accommodation for a guest not staying with the Primary Member or a Co-Member.

**1.17 “Guest Certificate Fee”**

The fee payable for a Guest Certificate and is detailed in the Membership Guide and may vary depending upon a Member’s Loyalty Level.

**1.18 “Instant Xchange”**

A method of Exchange Request whereby a Member requests an Exchange Reservation for seven (7) nights Accommodation by using their Points. May also be referred to as a “Request First exchange”.

**1.19 “Loyalty Level”**

A Member’s loyalty level in the Exchange Program which will be the same as the loyalty tier the Member has in The Club. Members who own resale Points only will receive a membership in the Exchange Program and will be classified as having a Standard Loyalty Level for the purposes of using the Exchange Program only.

**1.20 “Managed Resort”**

A Resort that is managed by Diamond.

**1.21 “Member”**

Any Person who is entitled to the benefits of membership in the Exchange Program by reason of being the owner of Points in an Association.

**1.22 “Membership Guide”**

The guide describing how the Exchange Program is operated, as revised from time to time by Operating Company in its discretion.

**1.23 “Operating Company”**

Destination Xchange, LLC, a Delaware limited liability company, or one of its affiliates, their successors and assigns.

**1.24 “Person”**

An individual, a corporation, a partnership, a trust, a limited liability company, a limited liability partnership or any other form of organisation recognised by applicable law.

**1.25 “Points”**

The Points owned by a Member in an Association including Fractional Points and European Collection Points. Points are also the currency utilised by the Operating Company to value the cost of a Use Period in an Accommodation.

**1.26 “Points and Tier Chart”**

The chart which is in the Membership Guide and details the Points value and Tier required by season and size of Accommodation for an Exchange Request.

**1.27 “Primary Member”**

The first named individual on a Points membership who is authorised to exercise all rights of a particular membership.

**1.28 “Reservation Rules”**

The rules describing the procedures regarding Member Exchange Requests with respect to Points, as revised from time to time by Operating Company in its discretion.

**1.29 “Resort”**

A resort at which Accommodation has been made available for use in the Exchange Program from time to time.

**1.30 “Resorts Directory”**

Any published or posted listing of Accommodations made available through the Exchange Program and, among other information, providing the Tier and number of Points required to reserve various Use Periods in such Accommodations.

**1.31 “Standard Exchange Fee”**

The exchange fee payable by a Member for each Exchange Reservation made using an Instant Xchange, 5-Year Advantage Xchange or an Express Xcapes.

**1.32 “Short Xchange”**

A reservation for a duration of 2-6 nights made within 30 days of the check in date using Points as detailed in the Short Xchange Points Table in accordance with the Reservation Rules.

**1.33 “Short Xchange Fee”**

The exchange fee payable by a Member for each Short Xchange reservation made.

**1.34 “Short Xchange Points Table”**

The chart which is in the Membership Guide and details the Points value for a Short Xchange.

**1.35 “Terms and Conditions”**

These Terms and Conditions, which set forth the terms, restrictions and conditions of the Exchange Program, as well as the obligations of Members, as the same may be amended from time to time by Operating Company in its discretion.

**1.36 “The Club”**

The Club established by Diamond which is a corporate Member of the Exchange Program through its affiliation with the Exchange Program. Each member of The Club is a member of the Exchange Program. The European Collection is affiliated with The Club.

**1.37 “Third Party”**

Any Person other than the Operating Company who is not a Member.

**1.38 “Tier”**

The tier assigned by the Operating Company to the Accommodations in accordance with the Reservation Rules.

**1.39 “Tier Credit”**

A credit given to a Member in connection with a 5-Year Advantage Xchange for depositing a set amount of Points into the Exchange Program which then gives the member a credit in a specified Tier enabling the Member to later reserve an Accommodation in the specified Tier.

**1.40 “Tier Upgrade Fee”**

Fees payable by a member to upgrade a Tier Credit to a higher Tier. There is a Tier Upgrade Fee payable per Tier increase. Tier Upgrade Fees may be payable in

cash, points or a combination thereof. All upgrades into higher Tiers are subject to availability and at the discretion of the Operating Company.

**1.41 “Use Period”**

The period of time during which a Member has the right to use and occupy an Accommodation.

**1.42 “Use Year”**

Means a calendar year or other period established by Operating Company for each membership type during which a Member may deposit the Member’s Points into the Exchange Program in accordance with these Terms and Conditions.

**2. THE EXCHANGE PROGRAM OPERATIONS**

**2.1 Confirmation of the establishment of the Exchange Program**

The Operating Company hereby reaffirms its establishment of the Exchange Program for the purpose of providing owners of Points with membership in the Exchange Program for exchange benefits. The Exchange Program is not a corporation, legal entity or association of any kind. Instead, the Exchange Program is the service name given to the variety of exchange, reservation and use services and related benefits offered from time to time by Operating Company, together with such additional services as the Operating Company may arrange through additional agreements with other service providers.

**2.2 Commencement of Operations**

The Exchange Program is operated and managed by the Operating Company pursuant to these Terms and Conditions and the other Exchange Program Documents. The Operating Company is expressly authorised to take any and all action as it deems appropriate to operate the Exchange Program.

**3. MEMBERSHIP**

**3.1 Membership Eligibility**

From 1, January 2021 a purchaser of Points will become a Member of the Exchange Program upon completion of the purchase and anyone who has previously purchased Points will also become a Member of the Exchange Program. The Operating Company is not the developer or seller of any Points. The developer of an Association and the Association are also eligible to become Members as provided below in this section with respect to such developer’s or the Association’s unsold inventory of Points. Other categories or classifications of membership may be created and utilised by the Operating Company from time to time. The Members will have access through the reservation system operated pursuant to these Terms and Conditions to the Accommodations deposited or otherwise made available to Operating Company by exchanging their Points. Each Member relinquishes the Points in a given Use Year once the Points in such Use Year have been deposited or made available to the Exchange Program.

The Exchange Program Documents are separate from the Member’s contract with the developer or seller regarding the purchase of the Points. The Exchange

Program is also separate and distinct from the local system or means by which use and occupancy at an Association is allocated among owners pursuant to the applicable Declaration.

The developer of any Association, as well as the Association shall be granted a special status of membership, enabling blocks of developer or Association owned Accommodation to be made available to the Exchange Program for the benefit of Members, and allowing some preemptory reservation selection privilege for Use Periods in exchange for such Accommodation. Such selection will be carefully monitored by Operating Company to reasonably ensure that the value of the Accommodation made available and the Use Periods selected in this manner are balanced in value and enhance the satisfaction level of the Members as a whole.

### **3.2 Basis of Membership**

The terms under which any Member participates in the Exchange Program shall be established in the relevant Exchange Program Documents and by the documentation relating to the purchase of Points. The Club is affiliated to the Exchange Program and therefore members of The Club receive a membership in the Exchange Program. Membership requires the timely payment of Exchange Fees and any applicable Tier Upgrade Fees and is further governed by these Terms and Conditions and the Exchange Program Documents.

### **3.3 Membership Status**

As applicable, Members may assign their Points to the Exchange Program for an Instant Xchange. Alternatively, Members may assign their Points in set levels by depositing the Points into the Exchange Program in connection with a 5-Year Advantage Xchange and receive a Tier Credit for use with the Exchange Program in an Accommodation in that Tier. Upon either such assignment, said Points for the Use Year shall be deemed irrevocably committed to the Exchange Program and cannot be withdrawn by the Member.

The rights of membership for a Member shall be available only so long as (i) the Exchange Program exists, ii) The Club remains affiliated to the Exchange Program and the European Collection remains affiliated to The Club, iii) the Member satisfies all membership requirements and is in good standing, both in the Exchange Program and at his or her Association, and iv) the Member owns Points. Therefore, in the event that affiliation of the Exchange Program with The Club is terminated for any reason, then Members of an Association will no longer be able to continue membership in the Exchange Program.

Membership shall not be an interest in real property and shall not constitute any proprietary, voting or other right in or to the Exchange Program other than the membership rights set forth in these Terms and Conditions. No Member shall have any right to any of the assets of the Exchange Program or Operating Company either while a Member or upon termination. No refunds of Exchange Fees shall be paid to a terminating Member unless otherwise required by law. A Member's membership in the Exchange Program will continue until terminated in accordance with section 3.3 and 3.10.

All taxes of any nature levied, charged or due with regard the payment of Exchange Fees, Tier Upgrade Fees, or any other fees payable in relation to an Exchange Reservation and the use of such Points to make an Exchange Request shall be the liability of the respective Member.

### **3.4 Member Acts**

No Member shall have the authority to contract for or in the name of the Exchange Program, Operating Company or any other Member or to bind in any way the Exchange Program, Operating Company, or any other Member.

### **3.5 Transferability of Membership**

Membership in the Exchange Program shall be personal to the Member and may not be assigned save that in the event a Member transfers their Points to a third party in accordance with, the terms of a validly executed transfer agreement pursuant to the Declaration then the new owner of the Points will automatically become a Member of the Exchange Program. A Member who no longer owns Points will no longer be a Member and any existing reservations made on the former Member's account will be cancelled.

### **3.6 Membership Name**

For each membership, there shall be only one Primary Member who shall be an individual and who shall have the right to exercise all membership rights except as provided in this section. The Primary Member for each membership shall be the first named Member on the Member's Points ownership.

If ownership of Points is held in other legal forms, such as a corporation, partnership, limited liability company, or trust, then such owners must identify one individual as the Primary Member to exercise the membership rights with respect to such Points. The Primary Member may identify in writing the names of additional Co-Owners or designees who have authority to make reservations and exercise other membership rights, if permitted by the Operating Company. The Operating Company may charge an administrative fee for each time it is requested to establish or change such designations. In the event of a dispute or contradictory directions from one or more Co-Owners, the written directions of the Primary Member shall be final.

### **3.7 No Resale, Lease or Rental Assistance**

Operating Company has no obligation to assist a Member with the resale, lease or rental of their Points.

### **3.8 Personal Use**

Use of the Exchange Program should not be done for investment purposes, financial gain or for commercial use, but for the sole purpose of personal use and enjoyment. Using the Exchange Program to support any commercial rental activities is prohibited.

### **3.9 Suspension of Membership**

In the event of the following occurrences, the Operating Company may suspend all membership rights of a Member until the reason for suspension has been removed or said membership is terminated:

- (a) Upon a breach of any provision of these Terms and Conditions by a Member, including, but not limited to, failure to pay in a timely manner any and all Exchange Fees and Tier Upgrade Fees and any other fees which may be charged by Operating Company from time to time in accordance with the provisions of these Terms and Conditions or a breach of the restrictions on Member Rentals in accordance with the Reservation Rules; or
- (b) Upon the failure of a Member to pay his or her Association Fees in a timely fashion; or
- (c) Upon the determination by the Operating Company that the Member's conduct constitutes conduct unbecoming of a Member of the Exchange Program. The decision of the Operating Company shall be final. Examples of unbecoming conduct may include, but shall not be limited to, criminal behavior or threats and verbal abuse. A suspension under this section 3.9 (c) shall normally be for a minimum of one year. The Operating Company may also recommend to the suspended Member's Association that it take appropriate disciplinary action against the suspended Member.

The Operating Company also reserves the right to suspend the membership rights of a Member for such other reasons as the Operating Company, in its sole discretion, determines to be in the best interests of the Exchange Program.

Except where required by law, the Operating Company is under no obligation to give any notice to the Member whose membership rights have been suspended of the occurrence of the event causing such suspension or that their membership rights have been suspended.

During a suspension of membership rights, such Member may not make any Exchange Requests, and the Operating Company may cancel any confirmed exchanges previously made by such Member for any Use Year during which the suspension applies. A Member subject to suspension may be reinstated by the Operating Company upon the full correction of the defects or unbecoming conduct causing suspension, including but not limited to, the payment of all accrued interest and late fees to the Operating Company, as well as to the Association.

The suspension of membership rights will be followed by reinstatement or by termination in accordance with section 3.10.

### **3.10 Termination of Membership in The Exchange Program**

In the event of one or more of the following occurrences, the applicable Member's membership in the Exchange Program shall automatically terminate, effective as of the applicable date indicated below:

- (a) Upon the date of the voluntary or involuntary assignment or conveyance of ownership of such Member's Points whether by action of the owner or by operation of law or through foreclosure or other enforcement of lien rights or security interests, unless such transaction was subject to exceptions adopted by the Operating Company in its sole discretion;

- (b) Upon the date of termination of The Club's affiliation with the Exchange Program;
- (c) Upon the date of termination of the European Collection's affiliation with The Club;
- (d) Upon the date of termination of the Exchange Program;
- (e) Upon the expiration of thirty (30) days (or such longer period of time determined by the Operating Company) following the date written notification of suspension of membership rights has been provided to a Member where such Member has failed to cure or make acceptable arrangements to cure the reasons for such suspension.

All Exchange Fees and any applicable Tier Upgrade Fees owing by a terminating Member must be paid to the date of the membership termination, and there shall be no refund of any fees previously paid to Operating Company unless otherwise required by law. After the date of membership termination, such terminated Member shall not be entitled to enjoy the rights and benefits of the Exchange Program and the use of any Tier Credits shall not be available to such Member. Notwithstanding anything contained in this section 3.10 to the contrary, where reasonable, as determined in the Operating Company's sole discretion, any confirmed Exchange Reservations for Members that had their membership in the Exchange Program terminated pursuant to sections 3.10(b) will be honored if confirmed prior to the date the Membership is terminated.

## 4. EXCHANGE REQUEST METHODS

The Operating Company has implemented an Instant Xchange method and a 5-Year Advantage Xchange method for Member's utilisation of the exchange privilege granted as part of the Exchange Program. The Operating Company shall utilise a Points-based currency in the exchange system to facilitate Exchange Requests. Points deposited for use with the 5-Year Advantage Xchanges will be converted into a Tier Credit. Specific rules and regulations regarding the request for reservations of Use Periods in Accommodations are set forth in the Reservation Rules. The Operating Company is expressly authorised and enabled to create, implement, and update processes, benefits, and requirements for the Exchange Request methods or to create additional Exchange Request methods which may be similar or dissimilar to each other in the sole and subjective discretion of Operating Company. Such processes, benefits, and requirements may relate to, without limitation, (1) reservation, deposit and confirmation windows and frequency, and (2) valuations and combinations of Points and/or Use Periods.

## 5. ACCOMMODATIONS

### 5.1 General

The Operating Company has established a network of Resorts which are available to the Exchange Program. The Operating Company is not obligated to have any particular number of Resorts participate in the Exchange Program.



## 5.2 Additional Memberships and Classes of Membership

There is no cap on the number of Members in the Exchange Program and the Operating Company does not undertake to maintain any particular number of Members from time to time. The addition of more Members may increase the Use Periods in Accommodations available, but will also increase the number of Persons attempting to utilise Accommodations. Operating Company reserves the right, in its discretion, to make certain Resorts only available to certain classes of membership. A Member's Loyalty Level in the Exchange Program will be the same loyalty tier as the Member has in The Club. Please note that any Member who owns resale Points only will receive a membership in the Exchange Program and will be classified as having a standard Loyalty Level for the purposes of using the Exchange Program only.

## 5.3 Withdrawal of Accommodations

Operating Company may withdraw one or more Accommodations at a Resort under any one of the following conditions:

- (a) Failure of management of a Resort to maintain sufficiently high standards of quality in the maintenance and operation, resulting in a consistent pattern of dissatisfaction of Members.
- (b) Destruction or condemnation of part or all of a Resort, thus rendering such Resort unsuitable for use by Members.
- (c) Any other circumstances which might cause a Resort or its Accommodations to become unavailable or unsuitable for Member use, as the Operating Company deems appropriate in its sole discretion.
- (d) In the event that the Exchange Program is terminated, such event will result in the withdrawal of all Accommodations.

In the event of occurrence of any of the circumstances which results in the withdrawal of Accommodations, excluding termination of the Exchange Program, Operating Company shall use commercially reasonable efforts to make available alternative Use Periods for Members whose reservations must be cancelled, but Operating Company is under no obligation whatsoever to satisfy any specific request, nor to reimburse Members for expenses or inconvenience incurred in changing their vacation plans.

# 6. EXCHANGE FEES

## 6.1 Exchange Fees

The Standard Exchange Fee shall be payable at the time a Member makes an Exchange Request for an Instant Xchange or an Express Xcapes or makes an Exchange Reservation using a Tier Credit from a 5-Year Advantage Xchange. A Short Xchange Fee is payable for any Short Xchange. The amount of the Standard Exchange Fee and Short Xchange Fee ("Exchange Fees") shall be established each year (or otherwise periodically) as determined by Operating Company in its sole discretion. The Exchange Fees differs for the different classes of membership based on a Member's Loyalty Level. Exchange Fees shall be set forth in the Fee Schedule provided in the Membership Guide.

In addition to the Standard Exchange Fee, a Tier Upgrade Fee is payable where a Member makes an Exchange Reservation using a 5-Year Advantage Xchange Tier Credit into a higher Tier than the Tier Credit. A Tier Upgrade Fee is payable for each Tier upgrade. Tier Upgrade Fees are payable in Points, cash or a combination of both. The amount of the Tier Upgrade Fees shall be established each year (or otherwise periodically) as determined by the Operating Company in its sole discretion. The Tier Upgrade Fees differ for the different classes of membership based on a Member's Loyalty Level. The Tier Upgrade Fees shall be set forth in the Fee Schedule provided in the Membership Guide.

Members are also liable to pay any applicable Guest Certificate Fees, Late Deposit Fees and DEX Protection Plan Fees as detailed in the Reservation Rules.

## **6.2 Currency**

Exchange Fees, Tier Upgrade Fees and any other fees payable in relation to use of the Exchange Program shall be payable in the currency designated by the Operating Company. All exchange rates shall be determined by and acceptable to the Operating Company where payment is made in another currency but accepted by the Operating Company. Members shall bear all risk relating to fluctuations in the value of currency.

## **6.3 Additional Resort Charges**

The Operating Company will use reasonable endeavours to inform Members in advance of additional charges they may face in visiting any particular Resort for use of Resort facilities and services. Each Member acknowledges that they are responsible for researching all such additional charges in advance and that the Operating Company shall not be responsible for such additional charges in any event. A Member may be subject to a housekeeping fee at a Resort during such Member's Use Period if the services requested by that Member exceed the housekeeping services provided. In certain instances upon check-in to a Resort, additional taxes, surcharges, and fees may be required to be paid as a condition of stay in accordance with applicable local, county, state or other governmental mandates. Such taxes, surcharges, and fees shall be the Member's responsibility for payment in accordance with such jurisdictional laws.

## **6.4 Deposit of Future Use Years**

(a) In the event that a Member makes an Exchange Request in which the Member will deposit Points within a particular Use Year but the use and occupancy of the Accommodation requested shall occur in the next succeeding Use Year, Operating Company will require the Member to have paid the estimated Association Fees for such future Use Year prior to issuing a confirmation with respect to the Exchange Request.

(b) In the event that the Associations Fees charged to the Member in accordance with section 6.4(a) are lower than the actual Associations Fees published by the applicable Association, the Member will be required to pay the amount of the difference within 30 days of the due date in order to remain a Member in good standing.

## **7. RIGHTS AND POWERS OF OPERATING COMPANY**

The Operating Company shall, without limiting the other rights and powers set forth in other provisions of these Terms and Conditions, have the rights and powers set forth in this section 7.

### **7.1 Evaluation of Accommodation**

The Operating Company may periodically evaluate the demand by Members for the various Accommodations and thus manage the Exchange Pool through demand balancing which may cause a re-grading in terms of Points and Tiers required to reserve any particular Use Periods, seasonal classifications, or Accommodations. The Operating Company reserves the right to offer Members varying benefits, services and opportunities with respect to different Membership levels, which benefits, services and opportunities may be modified, expanded or deleted at any time in the Operating Company's sole and absolute discretion.

### **7.2 Record of Members**

The Operating Company may maintain a record of the names of all Members however, no Member shall have the right to inspect, copy or otherwise view the record of the names of all Members. The Operating Company shall be prohibited from allowing any Member or third-party from viewing such record of the names of all Members unless required by a governmental agency responsible for the regulation of the Exchange Program. For the avoidance of doubt, a Member shall be entitled to view their own record of membership.

### **7.3 Amendment of Terms and Conditions**

The Operating Company may amend some or all of these Terms and Conditions from time to time in any way in its sole and absolute discretion and such modifications shall be effective upon creation. Such changes will not, however, be effective as to an existing Member until the membership has been informed of such changes by a website posting or similar communication by the Operating Company, in its sole discretion. Any amended version of any Exchange Program Documents may be distributed to the Members by the Operating Company by website posting, unless a Member makes a specific request in writing to have the Exchange Program Documents delivered in a paper form. In the event the Operating Company elects to distribute changes to Exchange Program Documents to the Members using a website posting, the Operating Company is not obligated to provide additional notice to the Members that such changes have been posted on the website. The Operating Company will primarily inform the membership of changes and amendments to Exchange Program Documents as contemplated by this section by website posting; all Members have the obligation to check the Exchange Program's website regularly for changes to any Exchange Program Documents.

### **7.4 Right to Act Unilaterally**

The Operating Company may act through its officers, employees and authorised agents and representatives regarding its operation and management of the Exchange Program and in no circumstance shall it be required to first obtain

either the advice or the consent of the Members. The Operating Company may, however, voluntarily seek the consent or advice of some or all of the Members. Any action of the Operating Company pursuant to the terms of these Terms and Conditions, any other Exchange Program Documents or otherwise shall be taken unilaterally and in its sole and absolute discretion.

#### **7.5 Unreserved Use Periods**

The Operating Company shall monitor the level and distribution of Use Periods in Accommodations that have not been reserved 45 days preceding the first day of the Use Period and shall exercise its discretion in the overall best interest of the Exchange Program and the Members as a whole as to the use of such unreserved Use Periods. The Operating Company may make such Use Periods available for rental to the Members and on an external basis, or the Operating Company may use such Use Periods for its own purposes, including but not limited to, inspection, promotional use, to support other Operating Company programs, rentals or any other purpose as the Operating Company may determine. Provided, however, that any such use shall only be permitted by the Operating Company if there are adequate Use Periods taken as a whole and across the Use Year to meet the needs of Members for reservations of Use Periods during such Use Year.

#### **7.6 Profit of Operating Company**

The Operating Company has the right to make a profit with regard to its management and operations of the Exchange Program.

### **8. LIMITED LIABILITY OF OPERATING COMPANY**

#### **8.1 Limitation on Liability**

In the event of any loss or damage by a Member through the use of the Exchange Program, any liability of the Exchange Program, Operating Company or its respective officers, directors, shareholders, managers, members or employees, for such loss or damage will be limited to the amount of the Exchange Fees and Tier Upgrade Fees paid by the Member for the Use Year in which the loss occurred. In no event shall the Exchange Program, Operating Company or its respective officers, directors, shareholders, managers, members or employees be liable for special, consequential or punitive damages. Where required by law, the limitations contained in this clause do not apply to loss or damage sustained by a Member as a result of bodily injury or fraud.

#### **8.2 No Liability for No Vacation**

The Exchange Program works on a space available, first-come, first-served basis for available Use Periods in Accommodations subject to the Exchange Reservation request timelines set forth in the Reservation Rules and other procedures outlined within these Terms and Conditions or other privilege given to certain classes of membership. There is no assurance to any Member that there will be an Accommodation available for the Use Period desired by such Member. The Operating Company shall not be liable in the event a Member is not able to make a reservation for an Accommodation. This section 8.2 does not affect any statutory rights of a Member.

## 9. MEMBERSHIP IN AN ASSOCIATION

All Members must remain members in good standing of all Associations that govern their respective Points.

## 10. MISCELLANEOUS

### 10.1 Construction of Terms and Conditions

The Operating Company shall have the sole right and authority to interpret these Terms and Conditions, provided that nothing contained herein shall preclude the Operating Company or any Member from the right to judicial construction of any of the terms of these Terms and Conditions. In the event of any conflict between these Terms and Conditions and any other of the Exchange Program Documents, these Terms and Conditions shall, in all instances, control and prevail. These Terms and Conditions shall be construed in accordance with the laws of the England and Wales and the non-exclusive jurisdiction of the English courts. These Terms and Conditions shall be interpreted liberally in favor of an interpretation which will give these Terms and Conditions full force and effect. Any Member or other Person who commences an action at law or in equity or an administrative action or proceeding against or involving the Exchange Program or Operating Company shall pay their own legal fees and all litigation and other costs incurred in connection therewith.

### 10.2 Severability

In the event any one or more of the phrases, sentences, clauses or paragraphs contained in these Terms and Conditions should be invalid, these Terms and Conditions shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, and paragraph or paragraphs had not been inserted, and the remaining provisions will therefore be valid and fully enforceable in accordance with the terms thereof.

### 10.3 Notices and Operating Company Address

Any written notice required to be given under these Terms and Conditions and the other Exchange Program Documents is to be delivered electronically by email to said Member's email address or by posting on the Operating Company's Website; and to the Operating Company's address herein below or as may be changed by the Operating Company by written notification to the Members of the same. Unless otherwise stated in these Terms and Conditions, every notice so given shall be effective from the earlier of the date of the email, posting, or mailing of such notice, as the case may be, and such date shall be the date such notice is deemed given for all purposes. It shall be each Member's obligation to notify the Operating Company in writing of any change to said Member's email address. All written notices from the Operating Company delivered to a Member using the Member's email address properly on file with the Operating Company shall be deemed to be received by the Member upon delivery by the Operating Company regardless of whether the Member's email address is current and accurate. Members do have a right to file a written request to have notifications and Exchange Program Documents delivered in paper form.

The address of the Operating Company for purposes of notice hereunder shall be 10600 West Charleston Blvd., Las Vegas, Nevada, 89135, or such other address as may be notified.

**10.4 No Recording of Terms and Conditions**

Neither these Terms and Conditions nor any part hereof shall be recorded in public records of any county or jurisdiction providing for the recordation of documents.

**10.5 Trademarks**

Diamond Resorts International, Diamond Resorts, Embarc, ExtraOrdinary Escapes, The Club and the Destination Xchange program are trademarks which are registered in certain jurisdictions and pending registration in others. These trademarks may not be used without prior written permission of the Operating Company. Other brand names may be trademarks of their respective owners.

**10.6 Termination of the Exchange Program**

The Operating Company reserves the right to terminate the Exchange Program in its sole and absolute discretion.

**11. DATA PROTECTION**

**11.1 Use of Data**

In accordance with the General Data Protection Regulation (EU 2016/ 679) and the Data Protection Act 2018, the Operating Company would like to inform Members that together with Diamond they will hold data provided by Members so that Members details and requirements can be processed and Members accounts maintained. The Operating Company will use Members personal information to enable the Operating Company to complete reservations, service Exchange Requests and administer Member's memberships.

**11.2 Data Protection Policy**

A full copy of Diamond's Data Protection Policy including information about Members rights in relation to the processing of their data, is available on [DiamondResorts.com](http://DiamondResorts.com) or alternatively by contacting Exchange Program Reservations at Citrus House, Caton Road, Lancaster, LA1 3UA, by telephoning 0345 359 0005 or by emailing [DEX@DiamondResorts.com](mailto:DEX@DiamondResorts.com)

Destination Xchange Points Program

## RESERVATION RULES

## RESERVATION RULES

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**THESE RESERVATION RULES** (“Reservation Rules”) have been adopted by Destination Xchange, LLC, a Delaware limited liability company (hereinafter referred to as “Operating Company”), and the company that established the Destination Xchange Points Program (hereinafter referred to as the “Exchange Program”). These Reservation Rules govern the operation of the Exchange Program and provide for the rights, privileges, priorities, limitations and restrictions for reserving Use Periods in available Accommodations. These Reservation Rules apply to Members who own or have use of European Collection Points and/or Fractional Points.

## 1. DEFINITIONS

As used herein, defined terms shall have the meanings ascribed to them in the Exchange Program Terms and Conditions (the “Terms and Conditions”) or as otherwise defined herein.

## 2. SPECIFIC RESERVATION RULES

### 2.1 General

**2.1.1** These Reservation Rules establish the guidelines for Members in connection with the use of Accommodations as may be offered from time to time and under prices, terms and conditions established by the Operating Company or through the Exchange Program.

**2.1.2** Membership is governed by the provisions of the Terms and Conditions and Exchange Program Documents.

**2.1.3** All Members of the Exchange Program shall be bound by the terms of these Reservation Rules upon becoming a Member.

**2.1.4** These Reservation Rules may be modified or deleted and additional rules may be added by the Operating Company from time to time which the Operating Company, in its sole discretion, determines will be for the principal purpose of improving upon the quality and operation of the Exchange Program and furthering the collective enjoyment of the use of Accommodations by present and future Members as a whole. While all such alterations and additions shall be effective immediately upon creation such changes will not, however, be effective for existing Members until the membership has been informed of such changes. Any amended version of any Exchange Program Documents may be distributed to the Members by the Operating Company by website posting. In the event the Operating Company elects to distribute changes to Exchange Program Documents to the Members using a website posting, the Operating Company is not obligated to provide additional notice to the Members that such changes have been posted on the website. All Members have the obligation to check the Exchange Program’s website regularly for changes to any Exchange Program Documents.

### 2.2 Points

**2.2.1** The Operating Company shall utilise a Points-based exchange system to facilitate the operations and management of the Exchange Program as it pertains to Instant Xchanges (including Short Xchanges and Express Xcapes)

or 5-Year Advantage Xchanges and as otherwise may be applicable. Each of the Use Periods in Accommodation made available to the Exchange Program will be graded by the Operating Company and assigned a Points value and a Tier. The grading of the Accommodations and Use Periods by the Operating Company will depend on numerous criteria as determined by the Operating Company in its sole discretion, and may include such factors as the location, size, capacity, floor level, view, relative quality of the Accommodation, the amenities of the Resort and the local area, the season of the year in which the Use Rights may be used, permissible commencement dates and such other factors as the Operating Company may determine to be appropriate from time to time in its sole discretion.

- 2.2.2** In order to balance demand for Accommodations available through the Exchange Program, the Points and/or Tier Credit required to reserve a particular Accommodation may be temporarily discounted or increased by the Operating Company at its sole discretion.
- 2.2.3** The Operating Company may, having examined the best available evidence and having exercised its reasonable business judgement in good faith, consider that permanent adjustments to the grading of a Resort, of a particular Accommodation or of a specific Use Period need to be made in order to preserve the general integrity of the system. For example, the Operating Company may need to balance supply and demand by increasing the Point values and Tiers for Use Periods in times and/or areas of consistently higher than anticipated demand, or by decreasing the Point values and Tiers for Use Periods in times of and/or areas of consistently lower than anticipated demand. Further, the Operating Company may also be permitted to increase the relative Points value and Tiers for Accommodations to reflect upgrading, increased quality and new construction. Where such permanent adjustments to Point values required Tiers are made, the Operating Company shall not be obligated to offset an overall increase in grading by a corresponding decrease elsewhere within the system, and vice versa.
- 2.2.4** Where a non-temporary re-grading for an Accommodation or Use Period at a Resort occurs, the Points value and Tier periodically allocated to such Accommodation or Use Period at the Resort shall be increased or decreased to reflect the re-grading of the Accommodation or Use Periods. The revised Points value and Tier shall apply for the first complete Use Year following the re-grading. The Operating Company shall notify all Members affected by any such changes by such means as the Operating Company considers expedient following its decision to re-grade the relevant Accommodation or Use Period, including by website posting, notice, newsletter or other similar communication.
- 2.2.5** Members may have different Loyalty Levels or types of membership within the Exchange Program. A Member's Loyalty Level in the Exchange Program will be the same loyalty tier as the Member has in The Club. Any Member who owns resale Points only will receive a membership in the Exchange Program and will be classified as having a Standard Loyalty Level solely for the purposes of using the Exchange Program.

## **2.3 Exchange Request Method**

**2.3.1** The Operating Company has implemented the following exchange methods for Member's utilisation of the Exchange Program. The Points value and Tier required for each Accommodation by season and size of Accommodation are detailed on the website [DiamondResorts.com](http://DiamondResorts.com) under Destination Xchange. The Points values required for seven (7) nights' in an Accommodation for an Instant Xchange and to deposit for a 5-Year Advantage Xchange for a Tier Credit for seven (7) nights' Accommodation are detailed in the Points and Tier Chart in the Membership Guide.

### **2.3.1.1 Instant Xchanges**

With the Instant Xchange method, Members will have the right to search, either electronically or otherwise as determined by Operating Company, all Accommodations available for exchange in the Exchange Pool prior to the Member giving up their Points to the Exchange Program until an Exchange Request has been confirmed. Upon confirmation of the Exchange Request the Member's Points submitted with the Exchange Request shall be automatically relinquished and immediately assigned to the Exchange Program. Members can make an Exchange Request for seven nights Accommodation in a specific season and size of Accommodation for the Points value detailed in the Points and Tier Chart. When a Member submits an Exchange Request, the Member will be required to pay a Standard Exchange Fee in accordance with section 6 of the Terms and Conditions. Standard Exchange Fees are detailed in the Fee Schedule in the Membership Guide. Members may request exchanges using the Instant Xchange method up to 24 months in advance of the check-in date for the requested Use Period.

### **2.3.1.2 Express Xcapes**

Members can use their Points to make an exchange request for Express Xcapes. Express Xcapes are for seven night stays in Accommodation which can be booked at 50% off the Points value (detailed in the Points and Tier Chart) within 30 days of the arrival date and up to 72 hours prior to check in. Members will be required to pay a Standard Exchange Fee for an Express Xcapes.

### **2.3.1.3 Short Xchanges**

Members may also use their Points to make an exchange request for Short Xchanges. Short Xchanges are for a duration of 2-6 nights booked within 30 days of the arrival date and up to 72 hours prior to check in upon payment of the applicable Short Xchange Fee in accordance with section 6 of the Terms and Conditions. The Points values for Short Xchanges are detailed in the Short Xchange Points Table detailed in the Membership Guide along with details of the Short Xchange Fee payable.

### **2.3.2 5-Year Advantage Xchange**

In connection with the 5-Year Advantage Xchange method, Members will have the right to deposit, either electronically or otherwise as determined by the Operating Company, Points into the Exchange Program prior to submitting

an Exchange Request. Upon confirmation of such deposit, the Member relinquishes the Member's Points and the Member will receive a Tier Credit for seven nights in an Accommodation based upon the number of Points allocated to the deposit. Deposits must be made in one of six (6) Tiers as outlined in the Membership Guide. Tier Credits are valid for five (5) calendar years from the date of the deposit of Points to make an Exchange Reservation against.

Members may request exchanges using a Tier Credit up to 24 months in advance of the check-in date for the requested Use Period in an Accommodation in the same Tier (or a lower Tier) as the Tier Credit. A Member must make an Exchange Reservation using the Tier Credit within five (5) calendar years from the date of the deposit. Members can make one exchange request with each Tier Credit. Members can make multiple deposits of Points. However, the Tier Credits associated with the separate deposits cannot be combined in one Exchange Reservation (though concurrent or back to back exchange requests are allowed). Members may request an exchange into a higher Tier than the Tier Credit upon payment of the applicable Tier Upgrade Fee (in addition to the Standard Exchange Fee) in accordance with section 6 of the Terms and Conditions. A Tier Upgrade Fee is payable for each Tier increase. Tier Upgrade Fees are detailed in the Fee Schedule.

Please note that Members may only request exchanges into any The Club resort using either the Instant Xchange or 5-Year Advantage Xchange up to 10 months in advance of the check-in date for the requested Use Period.

- 2.3.3** Once Points are assigned to the Exchange Program pursuant to an Exchange Request they cannot be withdrawn by the Member.
- 2.3.4** The Operating Company reserves the right, at any time and in any circumstance, to amend the Exchange Request methods if the Operating Company determines in its sole discretion that this is necessary for the efficient management of the Exchange Pool.
- 2.3.5** Other exchange opportunities may be made available to Members by the Operating Company. The Operating Company may offer Members the option to book a reservation paid with cash at a discounted rate, not Points, known as 'Destination Xtras'. Destination Xtras reservations can be booked up to 12 months prior to the check in date. A debit or credit card is required for the reservation and full payment will be taken at the time of booking and is non-refundable in the event the Member cancels the reservation or is a no show.

## **2.4 Reservations Procedures and Priorities**

- 2.4.1** No Member can make an Exchange Request or utilise a confirmed Exchange Reservation unless the applicable Exchange Fees have been paid by Member or on their behalf, all applicable Association Fees with respect to the Member's Points have been paid and the Member is otherwise in good standing with the Exchange Program, the Operating Company and the Member's Association.
- 2.4.2** Exchange Requests for a Use Period in an Accommodation will be taken on a first-come, first-served basis. The Operating Company's ability to confirm an Exchange Request is dependent upon the availability of the desired Use Periods

and Accommodations. There is no guarantee that any particular Member will be able to confirm an Exchange Reservation for an Accommodation that is requested by the Member. All Exchange Requests are subject to the exchange reservation request timelines and other procedures outlined within these Reservation Rules and Exchange Program Documents. The Operating Company reserves the right, in its discretion, to make certain Resorts only available to certain classes of membership.

- 2.4.3** If additional Points are needed for an Instant Xchange (including Express Escapes and Short Xchanges) or to deposit into a higher Tier Credit for the 5-Year Advantage, the Member may borrow Points from the next year's allocation which will require prepayment of Association Fees as detailed in the Exchange Program Documents.
- 2.4.4** The Operating Company may limit the timeframe during which Points can be deposited during any calendar or Use Year. Members can exchange their current year's Points to make a reservation with an occupancy date in either the current Use Year or the following Use Year. However after the 31 October in each year, that current year's Points will not be able to be used in this way. For the 5-Year Advantage Points must be deposited by 31 October otherwise a Late Deposit Fee is payable which is detailed in the Membership Guide.
- 2.4.5** All Exchange Requests for reservations must be made by telephone or online, or such other methods, as may be advised by Operating Company from time to time, to the reservation department. Operating Company will, in materials to be made available from time to time, notify Members of website addresses and other access information for Exchange Program reservations.
- 2.4.6** The Operating Company shall have complete discretion to refuse to confirm any specific Exchange Request if it determines that confirming such Exchange Request would be contrary to the intent of these Reservation Rules, or to the best interests of the Members generally.
- 2.4.7** The Operating Company may make available Use Periods of durations less than seven days at certain Resorts to the extent such action is consistent with the efficient management of the Exchange Pool and acceptable to the respective Resort. Any Member reserving a Use Period of less than seven days may be charged additional cleaning fees.
- 2.4.8** The Operating Company may charge a Standard Exchange Fee, or a Short Xchange Fee, Tier Upgrade Fees, a Guest Certificate Fee, a Cancellation Fee, a Late Deposit Fee, with respect to each Exchange Reservation and cancellation made by a Member, as applicable and further outlined in the Exchange Program Documents and the sections below. Fees payable may vary based on the Loyalty Level of a Member.
- 2.4.9** To effectively manage the Accommodation in the Exchange Pool, the Operating Company shall be entitled, but not obligated, to:
  - (a)** Discount the Points values/Tiers normally required for some or all Resort offerings for late availability space as the Operating Company deems expedient

or prudent; or vary the Points values/Tiers of certain Accommodations or Resorts if the Operating Company considers that inventory utilisation may be increased or the Operating Company considers that such action is necessary or beneficial to the overall management of the Exchange Pool, and

- (b) Reserve available Use Periods in Accommodations during the final 45 days preceding the first day of the Use Period. Where the Operating Company determines, in its reasonable judgement, that the Members will not or may not be making use of these Use Periods and that there will be adequate accommodations for the Members for said Use Year, the Operating Company may reserve them for its own purposes, including but not limited to, inspection of the respective Resort, promotional use, rental or any other purpose which the Operating Company determines. The Operating Company shall incur no cost for the occupancy and use of the Accommodations used under this rule.
- (c) When Accommodation is unavailable for any reason following the confirmation of an Exchange Reservation, the Operating Company, in its sole discretion, may make available alternative accommodations, although the Operating Company shall have no obligation to do so. If Accommodation is unavailable for any reason following the confirmation of an Exchange Request and alternative Accommodations are not available, the Operating Company shall refund the Member's Standard Exchange Fee, any Tier Upgrade Fee paid and any other fees paid specifically in connection with such Exchange Reservation and such Member shall be entitled to submit an additional Exchange Request subject to payment of the applicable Exchange Fees and Tier Upgrade Fees Fees and any other applicable fees.

## 2.5 Cancellations, Alterations and No Shows

The current Exchange Fees, Tier Upgrade Fees and DEX Protection Plan Fees are outlined in the Membership Guide which can be found online at [DiamondResorts.com](http://DiamondResorts.com) by clicking on the "Destination Xchange My Membership" link.

### 2.5.1 Cancellation of an Instant Xchange

Members can cancel an Instant Xchange reservation within 24 hours of booking without penalty and any Points refunded will be returned to the Member's Association membership with the same expiry date that they had prior to the Exchange Request. Unless the DEX Protection Plan is purchased, any cancellation made after 24 hours of booking will result in a forfeiture of the Points used for the Instant Xchange reservation and the Standard Exchange Fee and any other fees paid.

The purchase of a DEX Protection Plan for an Instant Xchange reservation will ensure that the Member receives a Tier Credit equivalent to the value of the Points used to make the Exchange Reservation for cancellations made up to 31 days prior to the arrival date of the Exchange Reservation. The Standard Exchange Fee will not be refunded.

If the Reservation is cancelled within 30 days of the arrival date, the Points, the Standard Exchange Fee and all other applicable fees paid will be forfeited.

Any reservation made using a Tier Credit must be made within five (5) years of the date of the original Instant Xchange and will require the payment of the Standard Exchange Fee and any other applicable fees.

#### **2.5.2 Cancellation of an Express Xcapes**

If a Member cancels an Express Xcapes reservation all Points, the Standard Exchange Fee and any other fees paid will not be refunded. A DEX Protection Plan cannot be purchased by a Member for an Express Xcapes reservation.

#### **2.5.3 Cancellation of a Short Xchange**

If a Member cancels a Short Xchange reservation all Points and the Short Xchange Fee paid will not be refunded. A DEX Protection Plan cannot be purchased by a Member for a Short Xchange reservation.

#### **2.5.4 Cancellation of 5-Year Advantage Xchange**

Members can cancel an Exchange Reservation made using a Tier Credit from a 5-Year Advantage Xchange within 24 hours of booking without penalty. The Tier Credit will be returned to the Member's membership with the same expiry date that it had prior to the Exchange Request, and the Standard Exchange Fee and any Tier Upgrade Fees paid will be refunded. Any cancellation made after 24 hours of booking using a Tier Credit from a 5-Year Advantage Xchange, will result in the forfeiture of the Tier Credit, Standard Exchange Fee, any applicable Tier Upgrade Fees and any other fees paid unless a DEX Protection Plan is purchased.

The purchase of a DEX Protection Plan for a reservation made using a Tier Credit from a 5-Year Advantage Xchange will ensure that a Tier Credit is reinstated for cancellations made up to 31 days prior to the arrival date of the Exchange Reservation. If the Exchange Reservation was made into an Accommodation in the same Tier as the Tier Credit redeemed then for cancellations made up to 31 days prior to the arrival date of the Exchange Reservation a Tier Credit for the same Tier will be reinstated. The Standard Exchange Fee will not be refunded.

If the Exchange Reservation was made into an Accommodation in a higher Tier than the Tier Credit redeemed through the payment of the Standard Exchange Fee and Tier Upgrade Fee(s) then for cancellations made up to 31 days prior to the arrival date of the Exchange Reservation a Tier Credit equivalent to the Tier of the Exchange Reservation will be reinstated. The Standard Exchange Fee and Tier Upgrade Fee(s) will not be refunded.

If the Reservation is cancelled within 30 days of the arrival date, the Tier Credit Standard Exchange Fee, any Tier Upgrade Fees and any other fees.

Any reservation made using a reinstated Tier Credit must be made within five (5) years of the date of the original deposit of Points for the Tier Credit and will require the payment of the Standard Exchange Fee and any applicable Tier Upgrade Fees.

**2.5.6 Cancellation of a Destination Xtras**

If a Member cancels a Destination Xtras reservation the price paid will not be refunded. A DEX Protection Plan cannot be purchased by a Member for a Destination Xtras reservation.

**2.5.7** If a Member is eligible to submit a subsequent Exchange Request after having cancelled an Exchange Reservation there is no guarantee that any alternative reservation requested will be available to the Member.

**2.5.8** A Member who intends to check in at a Resort after the arrival day designated on the confirmed reservation, must contact the check-in desk at the Resort prior to the commencement of that Use Period to state that such Member will be arriving subsequent to such designated arrival day or risk forfeiting the reservation.

**2.5.9** Members who fail to check in during the Use Period for which they have been issued a confirmed reservation (or who arrive late and do not comply with Section 2.5.8) will forfeit the Exchange Reservation and have no right to make an alternative Exchange Request against the Points or Tier Credit used for the Exchange Reservation.

**2.5.10** The Operating Company shall be entitled to cancel reservations in respect of Accommodations in any Resort that ceases to participate in the Exchange Program or becomes unsuitable for Member use, for any reason whatsoever. In such an event, the Operating Company will give as much prior notice as possible to Members affected and will use its reasonable efforts to offer suitable alternative reservations. For any such cancellation by the Operating Company the affected Member shall have the ability to submit an alternative Exchange Request for a Use Period in Accommodation utilising the Points or Tier Credit attributable to such cancelled Exchange Reservation during the same or the following Use Year. Provided, however, if the Operating Company has confirmed a reservation to a Member for a Use Period in Accommodations that are made uninhabitable or unavailable by casualty, governmental taking, natural disaster, pandemic, epidemic, act of God or other reason beyond its control, the Operating Company shall have no obligation to provide that Member with an alternative reservation and that Member waives any and all claims against the Exchange Program and Operating Company. However, the Operating Company shall use reasonable efforts to confirm an alternate Exchange Reservation during the same or the following Use Year. The Accommodations which may be available under such circumstances may be limited or restricted.



## **2.6 Payment of Exchange Fees, Tier Upgrade Fees and Other Fees**

Exchange Fees, Tier Upgrade Fees and other fees as set forth in section 6 of the Terms and Conditions and the Exchange Program Documents shall be paid by each Member or on the Member's behalf.

## **2.7 Member Rentals**

Reservations of Accommodations for commercial purposes or for any other purpose other than the personal use of the Member or the Member's family and guests is prohibited. Members can request a Guest Certificate to enable a Guest to use Accommodations reserved by Member. Use by a Member of public advertising or an online website to seek renters shall be deemed a prohibited commercial use. Members of the Diamond group of companies are specifically exempted from this restriction, and are entitled to use their reserved Accommodations for promotional, rental, or other commercial purposes.

## **2.8 Occupation of Accommodations**

**2.8.1** Each occupant of an Accommodation shall comply at all times with the provisions of all internal rules and local regulations of the Resort and all laws, statutes and regulations of the local, municipal, county and state jurisdictions in which the Accommodation is located.

**2.8.2** Use and occupancy of each Accommodation shall be strictly in accordance with the provisions of the Terms and Conditions and these Reservation Rules.

**2.8.3** Each Accommodation shall be vacated by the occupants at the expiration of the relevant Use Period and all personal property belonging to the occupants shall be removed. Accommodations shall be left in a good, clean and sanitary condition, and in at least as good a condition as the Accommodations were in at the commencement of the relevant Use Period.

**2.8.4** Each occupant/user shall comply with such procedures for reporting such occupant's/user's departure from any Accommodation and for discharging any bills that may have been incurred during the occupancy.

**2.8.5** No occupant shall damage, interfere with or do anything likely to lower the value or attractiveness or appearance of any Accommodation, of any of the common areas or of any furnishings, fixtures or fittings therein. Any damage will be billed and payable by upon demand the Member.

**2.8.6** No Accommodation or the common areas or the fixtures, fittings, furnishings or other equipment of any Accommodation or any other common areas nor any part of, or area adjacent to, shall be altered or damaged. Any damage will be billed and payable upon demand by the Member.

**2.8.7** No occupant shall do or permit to be done anything in an Accommodation which shall be or tend to be a nuisance or annoyance to any other person lawfully entitled to enjoy the applicable Resort at any time or engage in conduct determined by Operating Company to be unbecoming a Member

of the Exchange Program, or commit waste or do any act or introduce any substance or thing which might violate any policy of insurance or require an increased premium to be paid for the same.

- 2.8.8** No occupant/user shall keep any animal in or upon any Accommodation except for service animals that assist persons with disabilities, pursuant to and subject to the rules and regulations of the individual Resorts. Members shall notify the Resort prior to arrival that the Member requires a service animal to be present with them at the Accommodation.
- 2.8.9** No occupant shall use any Accommodation or permit the same to be used for any purpose whatsoever other than as a temporary private vacation home occupied by no more than the published maximum number of persons. The occupants of Accommodations shall not make use thereof for any illegal or immoral purpose whatsoever or for the purpose of any trade, business, profession or manufacture, including commercial rentals. Nor shall any Member own or control a website with content pertaining to the Exchange Program, the Resorts, the Operating Company or any member of the Diamond group of companies without the express permission of the Operating Company.

## **2.9 Guest Certificates**

- 2.9.1** Exchange Reservations may be used only by the Member(s) who receives the Exchange Reservation confirmation unless use of the Exchange Reservation is given to another person through the issuance of a Guest Certificate, who shall be deemed to be the licensee of the Member and for whose acts and omissions the Member shall continue to be responsible. A Guest Certificate may be in either paper or electronic form. A Guest Certificate Fee is payable for each Guest Certificate.
- 2.9.2** A Guest Certificate may be requested only by a Member who either has received an Exchange Reservation confirmation or is requesting a reservation. The Operating Company reserves the right to limit the number of Guest Certificates per Member per Use Year.
- 2.9.3** Individuals under the age of eighteen (18) are not eligible to use a Guest Certificate.
- 2.9.4** Certain Accommodations within the Exchange Program may have limited access based on Membership and Loyalty Level.
- 2.9.5** A fee for each Guest Certificate (the "Guest Certificate Fee") is chargeable in accordance with the fee levels established by the Operating Company from time to time.
- 2.9.6** The Member requesting a Guest Certificate is responsible for payment of any expenses incurred as well as any damages caused by his or her guests staying in the Accommodation, and for the replacement of any items missing from such Accommodation.
- 2.9.7** Additional persons may accompany the Guest Certificate recipient provided that the number of persons does not exceed the maximum

occupancy of the confirmed Accommodation type designated on the Exchange Reservation confirmation.

**2.9.8** The use of a Guest Certificate is subject to any and all conditions or limitations that may be imposed thereon by the Operating Company from time to time.

**2.9.9** The Operating Company reserves the right to terminate the Exchange Reservation and to revoke any issued Guest Certificate, if any of the above conditions are breached.

## **2.10 Miscellaneous**

**2.10.1** Any action of the Operating Company pursuant to the terms of these Reservation Rules, the Terms and Conditions or any other Exchange Program Documents shall be taken unilaterally and in its sole discretion.

**2.10.2** The Operating Company may waive or suspend any of these Reservation Rules on a case by case basis in the actual operation and management of the Exchange Program to the extent determined reasonable by the Operating Company.

**2.10.3** One or more of these Reservation Rules may not apply to certain classes of Members, as more particularly described in the Exchange Program Documents or other documents pertaining to that class of Members.

**2.10.4** In certain instances upon check-in to a Resort, additional taxes, surcharges, and fees may be required to be paid as a condition of stay in accordance with applicable local, county, state or other governmental mandates. Such taxes, surcharges, and such fees shall be the Member's responsibility for payment in accordance with such jurisdictional laws.





