

## TRUBENEFITCARD MEMBERSHIP TERMS AND CONDITIONS

The following terms and conditions of this Membership Agreement govern the American Advantage Association (AAA) TruBenefitCard Membership Program ("Program") provided to members of the Program by AAA. By accepting enrollment in the Program, you are agreeing to the terms of this Agreement.

1. Description of Benefits. Each Member is entitled to receive the Membership Benefits Services ("Services") as set forth in the Membership Kit including access to Services provided by participating third party providers ("Providers"). The Services are subject to change, modification, or substitution at any time without notice to the Member. In order to receive Services, a Member must access the services as instructed within the Membership Kit and or through the Member page of the Program Website. Members must pay Provider directly at time of Service unless otherwise agreed upon between Provider and Member.
2. Membership Term. Once a Member has been successfully enrolled into the Program, a Member shall be entitled to all Services commencing on the date of AAA's receipt of the enrollment. Either AAA or Member may terminate the Membership at any time for any reason and Member shall be entitled to all Services until either party terminates the Membership.
3. Cancellations. If, for any reason, a Member is not satisfied with the Program and wishes to terminate his/her membership, the Member may cancel the membership by notifying AAA or their designated administrator in writing or by telephoning a Program representative. Membership in the Program shall terminate on the date that AAA or their designated administrator receives written notice of cancellation.
4. Member Representations and Acknowledgements. In return for the Services available under the Program, the Member makes the following representations and acknowledgements:
  - (a) Member has read this Agreement carefully and understands the Program.
  - (b) AAA or Member may cancel this Program membership at any time for any reason
  - (c) Membership in the Program and benefits thereunder are not assignable without the express written consent of AAA. Member agrees that he/she will use his/her Program membership only for his/her personal benefit or for the benefit of his/her Household Members. "Household Members" are family members living with you or family members not living with you that are financially dependent upon you. A Member's violation of this paragraph 4(c) will result in immediate termination of the Program Membership.
  - (d) Member acknowledges that AAA bears no responsibility for the payment of (or contribution to) any use or sales tax which may be imposed by any state or federal taxing authority on the Services provided under the Program. Payment of such taxes, to the extent imposed, shall remain the sole responsibility of the Member or the direct Provider of the Services, as applicable.
  - (e) Member understands that Member is responsible for paying providers for Services rendered at time of Service unless otherwise agreed upon by Member and Provider.
  - (f) Member understands and agrees that all Providers and/or vendors are independent contractors, and that AAA in no way is responsible for the Services provided by a Provider or vendor.
  - (g) Member understands and agrees that they will be enrolled as a member of the American Advantage Association to be eligible to receive some of the benefits of the Program.
  - (h) Member understands and agrees that the Program is not insurance and it may not reduce deductibles, co-payments or other out of pocket expenses for services that are covered by insurance.
5. Disclaimer of Warranties. AAA is not a merchant, manufacturer, or a direct Provider of the Services available to Members. ACCORDINGLY, AAA GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, FOR ANY SERVICES OR MERCHANDISE PURCHASED OR RECEIVED BY A MEMBER FROM A PROVIDER OR VENDOR THROUGH HIS/HER MEMBERSHIP IN THE PROGRAM. MEMBER ACKNOWLEDGES THAT HE/SHE IS NOT RELYING ON AAA'S SKILL OR JUDGEMENT IN SELECTING A PROVIDER OR VENDOR FOR THE SERVICES AVAILABLE TO MEMBERS. In the event any product or Service purchased or received by a Member is canceled, modified, defective, or otherwise unsatisfactory to the Member, the Member will look solely to the Provider, Seller, Merchant, or Manufacturer of the product or Service for any repair, exchange, refund, or satisfaction of claim. It is further understood that all Services requested are subject to the availability of such Services and any information provided to the Member is subject to change without notice.
6. General Release. Each Member, for himself/herself, and on behalf of any Household Member who uses the Services under the Program membership ("Membership Beneficiary"), hereby forever releases, acquits and discharges AAA and their designated administrator and their employees, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action that such Member, Member Beneficiary or Member's legal representative(s) may have by reason of any monetary damage or personal injury sustained as a result of or during the cause of the use of any and all Services under the Program. The sole recourse available to a Member, Member Beneficiary or Member's legal representative(s) against AAA and their designated administrator shall be cancellation of the Program membership as provided in Paragraph 3.
9. Notices. Any and all notices, consents, approvals, requests, and other written communications given or required under the terms of this Agreement shall be deemed to have been duly given and served when sent by email, U.S. Postal mail, postage prepaid and addressed to the Member, at the address provided by the Member or by posting a notice within the members section of the AAA or Program website.
10. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with regard to membership in the Program. No representations, inducements, promises or agreements, or otherwise, shall be of any force or effect. The validity or unenforceability of any term of this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement. Member Acknowledges that THE PROGRAM IS NOT INSURANCE. THE PROGRAM IS NOT "A MEDICARE PRESCRIPTION DRUG PLAN".
11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective successors and permitted assigns.
12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina regardless of any application of principles regarding conflicts of laws.
13. Headings. The headings or captions provided throughout this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.
14. Amendment. This Agreement may be amended only by a writing executed by the parties.

15. Waiver of Breach. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

American Advantage Association: 877-403-4919