

AMERICAN ADVANTAGE ASSOCIATION TERMS AND CONDITIONS FOR THE LIFEINCHECK™ MEMBERSHIP PROGRAM

The following terms and conditions of this Membership Agreement (the "Agreement") govern the **LifeInCheck™** Membership Program ("Program") provided to members of the Program ("Members") by **American Advantage Association**, a Missouri not-for-profit company (**AAA**). By enrolling 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") as set forth in the Membership Kit or Membership Website (<http://www.lifeincheck.com>) including access to Services provided by participating third party pharmacies and providers ("Provider"). 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 Membership Website. Members must pay Provider directly at time of Service unless otherwise agreed upon between Provider and Member. The prescription pricing displayed on the Membership Website is not guaranteed and is subject to change at the sole discretion of the Provider.
2. **Membership Term.** Once the Membership Fee (if applicable) and any enrollment fee (if applicable) is paid, a Member shall be entitled to all Services for the Membership period the Member selects at the time of enrollment ("Membership Term") commencing on the date of **AAA** receipt of the enrollment. Members may select from Membership Terms offered at the time of enrollment.
3. **Automatic Renewal of Membership Term.** At the conclusion of the Membership Term, membership in the Program will be renewed automatically and the Membership Fee for an additional term will be charged directly against the Member's checking account, credit card account or as otherwise directed by the Member at the time of enrollment, as applicable unless the Member notifies **AAA** or their designated administrator by providing written notification to **AAA** or by telephoning a Program representative prior to the commencement of the new Membership Term that he/she wishes to cancel his/her membership in the Program. If payment of the Membership Fee is not received by **AAA** for any reason, the Membership will terminate as of the end of the Membership Term for which Membership Fees have been paid.
4. **Cancellation and Refund Option.** 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 providing written notification to **AAA** or by telephoning a Program representative. Following receipt of such notice, membership in the Program shall terminate at the conclusion of the Membership Term. Cancellation requests received within the first 30 days of the Membership Term may be eligible for refund of the Membership Fee. Any enrollment fees collected at the time of enrollment are not refundable unless mandated by law.
5. **Membership Payment/Billing.** Unless payment is made by check (other than a direct debit) or payroll deduction through the Member's employer, payment of the initial Membership Fee and any renewal Membership Fee will be made automatically by a direct charge against the Member's checking account or credit card account (depending on the payment option authorized by the Member) for the full amount of the Membership Fee for the Membership Term. Members who chose to pay Membership Fees by a direct charge against the Member's checking account or credit card account, may not receive notice from **AAA** of a subscription payment due; rather, the Member will be notified of the billing in his/her checking account or credit card statement. Each

Member hereby authorizes **AAA** and their designated administrator to bill and receive payment for the Membership Fee as explained in this Agreement. **AAA** reserves the right to increase the Membership Fee for a future Membership Term, in which case the Member will be notified and the increased Membership Fee will be effective upon renewal of the Program membership.

6. 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, understands the Program, and understands the various billing methods for payment of the Membership Fee.

(b) Unless the Member cancels his/her membership in accordance with Paragraph 3 or 4 of this Agreement, the Program membership will be automatically renewed on the first day following the conclusion of a Membership Term, and payment for the new Membership Term will be as provided in Paragraph 3.

(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 that include any person related to you by blood or marriage who reside in your household. A Member's violation of this paragraph 6(d) will result in immediate termination of the Program.

(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 Provider, 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 that the prescription pricing displayed on the Membership Website is not guaranteed and is subject to change at the sole discretion of the Provider.

(g) Member understands and agrees that **AAA** has no relationship with the Providers and/or vendors, and that **AAA** in no way is responsible for the services provided by the Providers or vendors.

(h) Member understands and agrees that they must be enrolled as a Member of the American Advantage Association to be eligible to receive the benefits of the Program.

(i) 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.

7. Disclaimer of Warranties. **AAA** is not a merchant, manufacturer, or a direct provider of the pharmacy services available to Members. **ACCORDINGLY, THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND 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 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.

8. General Release. Each Member, for himself/herself, and on behalf of any Household Member who uses the Services ("Membership Beneficiary"), hereby forever releases, acquits and discharges AAA, AAA's designated administrator, NBFSA, LLC, the authorized recruiter for the Program, Carolina Coupon Clearing, Inc., an Inmar company, and each of these companies' respective employees, directors, agents and affiliates ("Indemnified Parties") 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 course 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 any of the Indemnified Parties shall be cancellation of the Program membership as provided in Paragraph 3 and any refund available as provided in Paragraph 4. **IN NO EVENT WILL ANY OF THE INDEMNIFIED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, CIVIL LIABILITY OR OTHERWISE ARISING OUT OF USE OF THE PROGRAM.**

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 website.

10. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with regard to membership in the Program. No prior or contemporaneous representations, inducements, promises or agreements, written or oral 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. THIS 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. The parties irrevocably consent to the exclusive personal jurisdiction (except as to actions for the enforcement of a judgment, in which case the jurisdiction will be non-exclusive) of the federal and state courts located in Forsyth County in the State of North Carolina.

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.

Electronic Signature Consent

You are enrolling into the Program using electronic processes, which will include the use of electronic records and electronic signatures. AAA and their designated administrator are required by law to provide you with certain disclosures and information about your enrollment ("Required Information"). With your consent, AAA and their designated administrator can deliver Required Information to you electronically. You should print or download the Required Information and keep it for your records. Your consent also permits the general use of electronic records and electronic signatures in connection with your enrollment. This notice contains important information that you are entitled to receive before you consent to electronic enrollment.

PLEASE READ THIS NOTICE CAREFULLY AND PRINT OR DOWNLOAD A COPY FOR YOUR FILES.

Disclosures

By electronically signing this document, you consent to the use of electronic transactions and electronic signatures on this Web Site, and receipt of electronic versions of certain records. In addition, you agree to be bound by any consent or agreement you make or transmit through the internet or this Web site, including but not limited to any consent you give to receive records or communications from us solely through electronic transmission. You agree that, by using this site, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

You are entitled to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, AAA and their designated administrator cannot proceed with the acceptance and processing of your electronic enrollment. If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent, AAA and their designated administrator will not be able to continue processing your enrollment electronically. You may, however, enroll by using AAA paper hardcopy enrollment, but this may delay completion of the enrollment process. If you consent to electronic disclosures, that consent applies to all Required Information that AAA and their designated administrator gives you or receives from you in connection with your enrollment and the associated disclosures, and other documents. You agree to print out or download Required Information when AAA and their designated administrator advises you to do so and keep it for your records. If you have any trouble printing out or downloading any Required Information, you may call AAA or their designated administrator. If you need to update your e-mail address or other contact information with AAA, wish to withdraw your consent to electronic disclosures, or wish to obtain a paper copy of the Required Information after submitting your enrollment, you may do so by contacting AAA or their designated administrator at the contact address or telephone number provided. Please contact AAA or their designated administrator immediately if any of your contact information changes. There may be an additional charge for receiving paper copies of any information that you request. In order to electronically review and sign your membership enrollment, you will need to satisfy certain computer hardware and software requirements. These minimum operating system requirements are: Browsers: Internet Explorer, Google Chrome or Mozilla Firefox; Adobe Reader. If you do not have the required software and/or hardware, or if you do not wish to use electronic enrollment, you can request that AAA or their designated administrator send paper copies of the

enrollment document(s) to you instead. AAA and their designated administrator may require that certain communications from you be delivered to them on paper at a specified address.

Statement of Consent

I have read the information about the use of electronic records, disclosures, notices, and email, and consent to the use of electronic records for the delivery of Required Information in connection with my Program enrollment. I have been able to view, download and print this enrollment information using my computer and software. I have an account with an Internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in connection with my membership enrollment with AAA in place of written documents and handwritten signatures. I am consenting on behalf of all joint applicants identified in the enrollment process. I am authorized to consent on their behalf.

Provided by the American Advantage Association

Designated Administrator: NBFSA, LLC

1-877-403-4852

P.O. Box 24279 Winston-Salem, NC 27114

VantageAmerica Solutions, Inc.
1275 Milwaukee Avenue, Glenview IL 60025
877-403-4852
DISCOUNT MEDICAL PLAN ORGANIZATION (DMPO)
LIFEINCHECK™ MEMBER AGREEMENT

Group: LifeInCheck

Member: As stated on the ID Card

Effective Date: The date shown on the ID Card

Term of Agreement: One month from the Effective Date

LifeInCheck Charges and Fees: \$14.95 monthly

This Discount Medical Membership Program LifeInCheck is issued by VantageAmerica Solutions, Inc. and takes effect on the Effective Date stated above.

DISCLOSURE: THIS AGREEMENT IS NOT A HEALTH INSURANCE POLICY. The Program provides savings at certain health care providers for medical services. It does not make payments directly to the providers of medical services. You are obligated to pay for all health care services but will receive a savings from those health care providers who have contracted with Us. This discount plan is not a qualified health plan under the Affordable Care Act (ACA).

Terms and Conditions: You have access to the services and savings provided by the Program chosen at the time of enrollment. Continued participation in the Program is subject to payment of the Membership Fee when due. You may change Your payment mode to any other mode available by calling customer service at the telephone number listed on Your ID card.

Right to Examine: If You are not satisfied with the Program, call us within 30 days after enrolling and the Program will then be canceled and any Charges/Fees paid, as shown above, will be refunded.

Renewability: This Program takes effect on the Effective Date stated above and remains in effect for as long as the Membership Fee is paid. This Program will be automatically renewed on each anniversary as long as You continue to pay the Membership Fee.

Cancellation: If you wish to cancel, please call us at 877-403-4852 or write us at P.O. Box 24279 Winston-Salem, NC 27114. Upon receiving cancellation notice, the Program will terminate at the end of the period for which charges have been paid.

Discounts and Services: Savings on various services are available under this Program if You receive such services from a provider who is a member of one of the networks included in the Program. Your membership materials provide You with information on finding a provider within the network. The amount of the savings varies depending on the type of provider and the type of service received. Refer to the membership booklet for complete details of all services and savings provided under the plan You chose at the time of enrollment.

Limitations: The Program provides savings on various services received from providers who are part of one of the networks included in the Program. Providers who are not members of one of the networks included in the Program will not provide You with any discounts under this Program. The Program does not make payments directly to any provider. You are obligated to pay for all services at the time of the service

Family Membership: Members of your family are included as part of your membership in this Program. Family members include any person related to You by blood or marriage who reside in Your household.

Complaints: If You have a complaint about this Program, call us at 877-403-4852 or write us at P.O. Box 24279 Winston-Salem, NC 27114. We will investigate all complaints and provide You with a resolution within 30 days of our receipt of the complaint. If You remain dissatisfied, You may contact Your insurance department.