

Enhanced Benefits Card Member Terms & Conditions

This Membership Agreement (“Agreement”) is applicable to anyone that uses an **Enhanced Benefits Card** (EBC Card) discount medical program (“Members”). All Members subscribing to the **EBC Card** discount medical program (“Program”) should read the terms of this Agreement carefully and communicate any questions that arise to an Enhanced Benefits Card Customer Service Representative available by telephone Monday – Friday, 8 a.m. to 4 p.m., Mountain Time at 866-306-8011.

The EBC Card program is NOT health insurance or a health insurance policy. It is a discount medical plan. The Program provides discounts only at certain health care providers for healthcare services. The Member is obligated to pay for all healthcare services but will receive a discount from those health care providers who have contracted with EBC Card. The EBC Card DOES NOT make payments to providers for medical services. Equal or lower prices may be available through individual negotiations. There is NO monthly or annual fee charged to participate in the EBC Card program.

1. Description of Program's Features. Each Member is entitled to receive discounts on specified services and receive other services (collectively, “Services”) when using a participating provider (“Provider”) as set forth in the Membership Guide, which is incorporated into this Agreement by reference. Members are entitled to receive certain Services from Providers at predetermined amounts and certain other Services for a percentage discount off the Provider's normal retail prices for such Services. Other terms and conditions regarding Services, the Services eligible for discounts, and the discounted fees for the Services included are listed in the Membership Guide and are subject to change, modification, or substitution by EBC Card at any time without notice to the Member. Fees for Services vary by region. In order to receive Services at the discounted rate, a Member must present his/her Membership ID Card to the Provider before Services are rendered. Members must pay the Provider directly at the time of Service unless otherwise agreed upon between Provider and Member. If prompt payment to the Provider is not made and arrangements for payment are not made, the Provider may rescind the discount. The discount features of the Program may not be available for cosmetic procedures.

2. Cancellation. If a Member is not satisfied with the Program and wishes to terminate his/her membership, the Member may cancel the membership for any reason and at any time during the membership period by notifying EBC Card in writing.

3. Complaint Procedure. Any complaint regarding Program membership should be directed to Member Services at the toll-free number on the ID Card or in writing to the address shown in Paragraph 7 below. Each complaint will be acknowledged in writing within 5 business days of its receipt. After EBC Card has investigated the complaint, the Member will receive a letter disclosing the results of that investigation no later than 30 calendar days after EBC Card receipt of the complaint.

4. Membership Representations and Acknowledgments. In return for the discounts and Services available under the Program, the Member makes the following representations and acknowledgments:

- (a) Member has read this Agreement carefully, understands the Program, including an understanding and acknowledgment that the Program is NOT INSURANCE.
- (b) Member may cancel his/her Program membership at any time.
- (c) Membership in the Program and or Member's rights or duties under this Agreement may not be assigned or delegated without the prior express written consent of EBC Card. Member agrees that he/she will use his/her Program membership only for his/her personal benefit or for the benefit of his/her dependents. "Dependents" are a spouse or registered domestic partner, children up to the age of 25, parents in the household over age 60 and any other IRS Dependents.
- (d) Member is responsible for paying Providers and/or vendors for Services rendered at time of Service unless otherwise agreed upon by Member and Provider or vendor.
- (e) Providers are entirely independent of the **EBC Card** and its affiliates. EBC Card, its affiliates and its contracted networks do not guarantee the quality of services or products offered by individual providers and are not responsible for the provision of or the failure to provide health care by any Provider. EBC Card does not practice medicine or in any manner interfere with or participate in the Provider-patient relationship. All health care decisions are between the patient and Provider. The selection of a Provider is the obligation and decision of the patient and is not based upon the credentialing or any recommendation by EBC Card, its affiliates or its contracted networks.
- (f) EBC Card does not warrant, represent or guarantee that there is or will be a Provider in his area available or willing to provide any of the Services to Member. Neither the **EBC Card**, its affiliates, nor any network accessed shall be liable for any payment to a Provider accessed under the Program. Neither the EBC Card, its affiliates, nor any network accessed is

an insurer, guarantor or underwriter of the responsibility or liability of the Member for Member's, or Member's dependent's, medical care or any other goods or services provided to Member or Member's dependents.

(g) 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. Additionally, the Program may not be used in combination with Medicare, Medicaid, other government assistance programs, or other third party payers.

5. Disclaimer of Warranties. EBC Card is not a merchant, manufacturer, or a Provider of the Services. EBC Card DOES NOT GIVE ANY 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 EBC CARD SKILL OR JUDGMENT 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, vendor or manufacturer of the product or Service for any repair, exchange, refund or satisfaction of claim. Member understands and agrees that any Service included in the Program is subject to availability and may be changed, terminated or removed from the Program at any time without notice to Member.

6. General Release. Each Member, for himself/herself, and on behalf of any Dependent who uses the Services under the Program membership ("Membership Participant"), hereby forever releases, acquits and discharges each of EBC Card and its employees, officers, directors, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action that such Member, Membership Participant or Member's legal representative(s) may have by reason of any damage or personal injury sustained as a result of or during the course of the use of any Service. The sole recourse available to a Member, Membership Participant or Member's legal representative(s) against EBC Card will be cancellation of the Program membership as provided in Paragraph 2.

7. Notices. Any notice, consent, approval, complaint, request or other written communication given or required under this Agreement must be sent by first class mail, postage prepaid, or by an overnight delivery service such as FedEx or United Parcel Service, and, if from EBC Card, addressed to the Member, at the address shown in EBC Card records, or, if from the Member, to EBC Card at:

**Enhanced Benefits Card
13840 N Northsight, Ste 101
Scottsdale, AZ 85260**

8. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with regard to Member's membership in the Program and constitutes a final complete and exclusive statement of the terms of the agreement between the parties with respect to Member's membership in the Program. Any other representation, inducement, promise or agreement shall be of no force or effect.

9. Validity; Binding Effect. The validity or unenforceability of any term of this Agreement will in no way affect the validity or enforceability of any other term of this Agreement. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Arizona, except as required otherwise by applicable law. Any controversy or claim arising out of or relating to this Membership agreement shall be settled by voluntary arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including Optional Rules for Emergency Measures of Protection), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. Waiver of Breach. A waiver by EBC Card of a breach of any provision of this Agreement will not be deemed a waiver by EBC Card of any other breach of the same or different provision.

Note to Texas Consumers: Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711; telephone: 1-800-803-9202 or (512) 463-6599; website: www.license.state.tx.us/complaints.

12. Use of Your Information: The EBC Card and all affiliated companies have the right to maintain and manage all EBC Card Member emails for communication purposes regarding but not limited to any changes, additions, or opportunities to the EBC Card program. The EBC Card will not sell nor share your email to non-affiliated companies.