

The Veterans Connection Member Terms & Conditions

This Membership Agreement (“Agreement”) is entered into by and between Alliance HealthCard of Florida, Inc. (“Alliance”) and members (“Members”) of The Veterans Connection Discount Medical & Everyday Savings Plan (“The Veterans Connection”) medical discount program. All Members subscribing to the discount medical program (“Program”) should read the terms of this Agreement carefully and communicate any questions that arise to a Alliance Member Services Representative available by telephone Monday – Friday, 8 a.m. to 8 p.m. Eastern Time at 1-866-771-9365.

The discount medical 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. Member is obligated to pay for all healthcare services but will receive a discount from those health care providers who have contracted with Alliance. Alliance does not make payments to providers for medical services. Equal or lower prices may be available through individual negotiations.

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 Alliance 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 and Refund Option. 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 Alliance verbally or in writing. Membership in the Program will terminate at the end of the Membership Term following the date on which notice of cancellation is received. If you are not on a sponsored plan or sponsoring a plan, membership fees will cease being collected no later than 30 days after receiving a valid cancellation notice. If the Member cancels his/her membership within the first thirty (30) days after effective date, the Member will be reimbursed for all paid periodic charges and the processing fee unless the Member is enrolled in a sponsored plan. The return of all such charges will be made within thirty (30) days of the cancellation date, and if all such charges have not been reimbursed within thirty (30) days of the cancellation date, interest will be assessed as required by applicable law. If the billing frequency is

less than monthly (e.g. annually or semi-annually), the Member will be provided a prorated refund of the Membership Fee paid for any unused portion of the Membership Term remaining after the next monthly anniversary of the Member's activation. Any cancellation of membership in the Program will not affect any Services or discounts received by a canceling Member before the effective date of the cancellation. **UNLESS A MEMBER IS ENROLLED IN A SPONSORED PLAN OR IS SPONSORING A PLAN, IF A MEMBER CANCELS WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE, THE MEMBER WILL RECEIVE A FULL REFUND OF THE INITIAL MEMBERSHIP FEES AND THE PROCESSING FEE.**

3. Membership Term. Once the initial fee for membership in the Program ("Membership Fee") and any enrollment, processing or other fee is paid, a Member will be entitled to all Services for the term ("Membership Term") the Member selects at the time of activation commencing on the date of Alliance's receipt of the activation, so long as Member continues to pay or Alliance continues to receive required Membership Fees and otherwise complies with the terms of this Agreement. Members may select from membership Terms offered at the time of activation which may include monthly or annual options.

4. Automatic Renewal of Membership Term For Non-Sponsored Plans only. At the conclusion of the Membership Term, membership in the Program will be renewed automatically unless the Member notifies Alliance before the new Membership Term, that he/she wishes to cancel his/her membership in the Program. If the Member either fails to notify Alliance of his/her election not to continue the Membership and/or fails to return the Membership ID Card(s) as required herein, membership in the Program will be renewed automatically and the Membership Fee for an additional term will be charged against the Member's credit card or by debit to the Member's checking account, as applicable. Should a Member have any questions concerning the Program, or the continuation or cancellation of membership, he/she should call a Member Services Representative at the number on his/her Membership ID Card.

5. 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 9 below. Each complaint will be acknowledged in writing within 5 business days of its receipt. After Alliance has investigated the complaint, the Member will receive a letter disclosing the results of that investigation no later than 30 calendar days after Alliance's receipt of the complaint. If the Member remains unsatisfied, the Member may contact his or her state's department of insurance.

Note to IL and RI Consumers: Alliance shall provide contact information for the State Department of Insurance upon request.

6. Membership Payment/Billing. Payment of the initial Membership Fee and any renewal Membership Fee will be made automatically by a charge against the Member's or Sponsor's credit card or by a debit to the Member's or Sponsor's checking 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 credit card or by a direct debit to the Member's checking account statement may not receive notice of a subscription payment due; rather, the Member will be notified of the billing in his/her credit card or checking account statement. Each Member hereby gives

authorization to bill and receive payment for the Membership Fee as set forth in this Agreement. Alliance 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 (if applicable) of the Program membership. If a Member wishes to confirm whether a Program discount is available for a particular Service, or wishes to confirm the current fee for a particular Service, he/she should call a Member Services Representative at the toll-free number located on the Membership ID Card.

7. 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, including the Program benefit descriptions, and is aware and acknowledges that the Program is NOT insurance.

(b) Member may cancel his/her Program membership at any time before the conclusion of the Membership Term and will be entitled to a refund as set forth in and subject to Paragraph 2 of this Agreement.

(c) If the Member is not enrolled in a Sponsored Plan, unless the Member cancels his/her membership in accordance with Paragraph 2 of this Agreement, the Program membership will be automatically renewed on the first day following the conclusion of a Membership Term, and payment of the Membership Fee for the new Membership Term will be made by a direct charge against the Member's credit card or by a debit to his/her checking account.

(d) 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 Alliance. Member acknowledges that the Discount Program membership is only for his/her personal benefit or the benefit of his/her immediate family members. "Immediate family members" are a spouse or registered domestic partner, children up to the age of 26, parents in the household over age 60 and any other IRS Dependents. A Member's violation of the Paragraph 7(d) may, at the discretion of Alliance, result in immediate termination of the Program membership.

(e) 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.

(f) This Program is a discount health care program and does not guarantee the quality of the services or products offered by individual providers. Alliance does not recommend or endorse any particular provider listed in the network. The listed providers participate in the discount medical program but are independent of the discount medical plan organization.

(g) Alliance 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 this Program, Alliance, their affiliates, nor any network accessed shall be liable for any payment to a Provider accessed under the Program. Neither this Program, Alliance, their 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 dependents' medical care or any other goods or services provided to Member or Member's dependents.

(h) Member is solely responsible for selecting any provider and in the event the Member is dissatisfied with any product or service, the Member will look solely to the Provider, seller, merchant, vendor or manufacturer for any satisfaction of claim. Member is advised that any Service included in the Program is subject to availability and may be changed or discontinued from the Program at any time without notice to the Member.

(i) 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 to coordinate coverage with Medicare or other government assistance programs.

8. 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 Alliance 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 Alliance will be cancellation of the Program membership as provided in Paragraph 4.

9. 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 Alliance, addressed to the Member, at the address shown in Alliance's records, or, if from the Member, to Alliance at:

**Alliance HealthCard of Florida, Inc.
PO Box 610810
Dallas, TX 75261**

10. 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.

11. 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.

Note to Florida Consumers: 11. Validity; Applicability. 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. The terms of this Agreement will apply to the parties and their respective successors and permitted assigns.

12. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas, 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.

Note to Oklahoma Consumers: This Agreement will be governed and construed in accordance with the laws of the State of Oklahoma, and venue for any proceedings shall be in the district court of Oklahoma County. Any controversy or claim arising out of or relating to this Membership agreement shall be settled by 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.

Note to Florida Consumers: This Agreement will be governed and construed in accordance with the laws of the State of Florida, and venue for any proceedings shall be the State of Florida court closest to the member's residence, except as required otherwise by applicable law. Any controversy or claim arising out of or relating to this Membership agreement may 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.

Note to Utah Consumers: This Agreement will be governed and construed in accordance with the laws of the State of Utah, and venue for any proceedings shall be the State of Utah court closest to the member's residence, except as required otherwise by applicable law. Any controversy or claim arising out of or relating to this Membership agreement may 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.

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