

## AMERICAN ADVANTAGE ASSOCIATION MEMBERSHIP TERMS AND CONDITIONS

The following terms and conditions of this Membership Agreement (the "Agreement") govern the American Advantage Association Membership Program ("Program") provided to members of the Program ("Members") by The American Advantage Association ("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 savings on the specified services ("Services") as set forth in the Membership Kit when Services are provided by a participating provider ("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 Member page of the AAA Website. Members must pay Provider directly at time of Service unless otherwise agreed upon between Provider and Member.
2. **Membership Term.** Once the Program Membership Fee (if applicable) and any enrollment fee (if applicable) is paid, a Member shall be entitled to all Services for the Membership Term the Member selects at the time of enrollment commencing on the date of AAA's 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 credit card or by debit to the Member's checking account, as applicable unless the Member notifies AAA by providing written notification prior to the new Membership Term that he/she wishes to cancel his/her membership in the Program. If the Member paid for the previous membership by check, then he/she will be sent a bill for the Membership Fee.
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 notifying AAA in writing or by telephoning a Program representative. Membership in the Program shall terminate on the date that AAA receives written notice of cancellation. Cancellations within the first 30 days of Membership may be eligible for refund. 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), payment of the initial Membership Fee and any renewal Membership Fee is made automatically by a direct charge against the Member's credit card or by a direct debit to the Member's checking account (depending on the payment option authorized by the Member) for the full amount of the Program 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, may not receive notice from AAA 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 authorizes AAA to bill and receive payment for the Program 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) Member may cancel his/her Program membership at any time before the conclusion of the Membership Term and will be entitled to a refund subject to the terms of Paragraph 3 of this Agreement.
  - c) 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 of the Program 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 unless payment was made by check (other than a direct debit) or payroll deduction. If the payment was made by check, Member will receive a bill for the Membership Fee.
  - d) Membership in the Program and benefits hereunder 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 6 (d) will result in immediate termination of the Program Membership.
  - e) 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.
  - f) Member understands that Member is responsible for paying providers for Services rendered at time of Service unless otherwise agreed upon by Member and Provider.
  - g) 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.
  - h) Member understands and agrees that THIS MEMBERSHIP PROGRAM IS NOT INSURANCE but may contain some limited insurance benefits 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 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.
8. **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 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 shall be cancellation of the Program membership as provided in Paragraph 3 and any refund available as provided in Paragraph 4.
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 U.S. Postal mail, postage prepaid and addressed to the Member, at the address provided by the Member.
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 THIS MEMBERSHIP PROGRAM IS NOT INSURANCE but may contain some limited insurance benefits.
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.