

# TERMS & CONDITIONS

## Legal Club of America's® Small Business Plan

Your business has been enrolled as a corporate member of Legal Club of America's® Small Business Plan. The plan is designated for use by the business only and may not be used by employees of the company or for personal legal matters.

### Free Legal Services:

The following nine services are available at no charge from your plan attorney.

- Unlimited initial phone consultations during business hours for new legal matters.
- Attorney will review as many as 5 independent documents each quarter. These include business documents, contracts, signed or unsigned, up to 10 pages each.
- Initial telephone calls made on behalf of your business if deemed appropriate by your plan attorney (two per month). Follow up calls are made at the guaranteed low hourly rate.
- Initial letters written on behalf of your business if deemed appropriate by your plan attorney. Three per month for new subjects; follow up letters are written at the guaranteed low hourly rate.

Initial collection letters are limited to 10 per quarter. More than 10, and any follow up letters, are written at the guaranteed low hourly rate or at the contingency fee percentage, depending upon what you and your plan attorney decide.

- One on one consultations for each new legal matter. Thirty minute time limit per subject matter. Time over the 30 minutes per subject will be at the guaranteed low hourly rate.
- Registered Agent for your business in the state in which you are incorporated as well as other states where you do business.

\* In certain situations, attorney liability may require plan attorneys to ask for a retainer from the member prior to providing some of the free legal services.

### Guaranteed Low Hourly Rates\*

Plan attorneys have contracted to charge no more than \$125.00 per hour, or 40% off their usual and customary hourly rate, whichever is greater, for legal care that goes beyond the free and discounted services.

### Retainers\*

In the case of extended legal care, plan attorneys may ask you for a retainer. Any retainer sought will be computed by multiplying the number of hours a plan attorney believes a case will take, by the appropriate discounted hourly plan rate. For instance, 10 hours x \$125.00 = a

retainer of \$1,250. Any unused portion of the retainer will be returned to the member.

### **Contingency Fee Discounts\***

Attorneys often work on a contingency fee basis on such cases as personal injury and collections. This fee is usually expressed as a percentage of the amount collected or awarded. In collection matters, your attorney will accept 18% if the case is settled before formal court proceedings begin. After proceedings begin, the fee is 27%. On all other contingency matters there is a 10% discount on the lower of either the state maximum or the attorney's standard rate.

\* Court costs, filing fees and time charged for travel to and from any courts are additional.

## **Legal Club of America's® Small Business Plan Terms and Conditions**

The following matters are excluded from your plan privileges: · Legal matters involving the laws of jurisdictions outside the United States or its territories.

- Legal matters where the plan member has already retained participating counsel at their usual and customary rates prior to enrollment in Legal Club.
- Frivolous legal matters as determined by the plan attorney in accordance with the professional code of ethics in their state.
- Any action involving Legal Club, plan attorneys, affiliated companies or any of their company's or affiliated company's directors, officers, employees or agents in any matter in which they have interests adverse to the plan member's.
- Legal matters against the plan sponsor, employer, directors, officers, agents or employees, where Legal Club membership was gained through the sponsor or employer's efforts.
- In matters where the plan member and eligible family member have adverse interests, only the original plan member is eligible for plan discounts and not the family member unless both parties provide written authorization and consent otherwise.

## **Remote Technical Support**

Certified technicians are available to help you 24/7 over the phone or Internet to set up new computers or tablets, troubleshoot smart phones, digital cameras and printers, satellite

and home entertainment systems, and much more. Are you having problems with pop ups, error messages, slow Internet, viruses, email or printing? Is your PC sluggish or software not working? They can help! For most problems, you won't even have to touch the keyboard as remote technicians use 100% secure, state-of-the-art technology to share your screen and diagnose and fix your problems remotely. Sit back, relax and watch them fix the problem in minutes.

### **Services Include:**

Computer & Tablet Maintenance  
 Operating System Repair  
 Software Installation  
 Printers & Scanners  
 MS Office Support  
 Satellite System Support

Virus & Spyware Removal  
 Data Backup  
 Performance Diagnostics  
 Smart Phone Connectivity  
 & More!

### **Systems Supported**

For remote and onsite technical support, they can help with just about anything you can think of. If you do not see it on the list below, you can call (888) 384-7935.

### **Software**

Microsoft Office  
 Excel  
 Lotus  
 SmartSuite  
 Microsoft Project  
 Open Office  
 Adobe Photoshop  
 Real Player  
 Outlook  
 PowerPoint  
 Windows Media Player  
 Quicken  
 WordPerfect  
 Winamp  
 Access  
 Word

Microsoft Works  
 Quickbooks / Pro  
 Microsoft Money  
 Operating Systems  
 Windows 8  
 Windows 7  
 Windows Vista  
 Windows XP  
 Windows 2000  
 Windows ME  
 Windows 98  
 Windows NT  
 Windows 95  
 Mac OS  
 LINUX

BitDefender

### **System Utilities**

AVG Anti-Virus  
 Norton Clean Sweep  
 BitDefender  
 Partition Magic  
 Norton Utilities  
 Ewido.net  
 Internet and Email  
 cc:Mail  
 Internet Phone  
 Telnet  
 Ad-Aware  
 Downloading  
 Yahoo Mail  
 WS FTP  
 Zone Alarm  
 Hotmail  
 NetMeeting  
 Yahoo mail  
 Thunderbird

Dr Solomon's  
 Norton Anti-Virus  
 Windows Themes  
 WinZip  
 Xoftspy  
 Lavasoft  
 AIM  
 ICQ  
 Skype  
 Yahoo Messenger  
 AOL  
 IIS  
 Gtalk  
 MS Instant Messenger  
 iChat  
 Internet Explorer  
 Outlook  
 Eudora

### **Miscellaneous**

Desktop Themes  
 Power Supply  
 Installations  
 Monitors  
 Screen Savers  
 Video Cards  
 CD/CDR/CDW/DVD  
 System Recovery  
 Other System Utilities  
 Internet Phone  
 Cable/DSL Modem  
 Memory Telephony/VOIP

Registry  
 Sound Cards  
 Digital Camera  
 Drivers  
 Printers  
 BIOS Configuration Data backup  
 Hard Drives  
 Fonts  
 Speakers  
 USB  
 Scanners

**Networking**

Wired Routers  
 Wireless Routers  
 Wireless Adapters

ADSL Routers  
 Wireless Routers with print server  
 Print Servers

**Recreational**

Xbox  
 Nintendo Wii Configuration  
 IPOD, IPOD Shuffle, Creative Zen players  
 Blackberry, PDA, Smartphones  
 Skype Phones [EVA 8000, SPH200]

Play Station Configuration  
 IP Camera  
 Iphone  
 Media Players

**Remote Technical Support Terms and Conditions**

Terms of Service Agreement

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY BEFORE USING THE SERVICES, INCLUDING THE WEBSITE.

**1. GENERAL**

These Terms of Service are entered into by and between you, the customer (personally and/or on behalf of your employer, as applicable) ["you", "your", or "Member", or other end user] and us. You are deemed to have accepted and agreed to these Terms of Service upon the earlier of: [a] your submission of a request for service; [b] your acceptance of the Terms of Service electronically during registration or in the course of initiating a support session whether online, by telephone or onsite; [c] your use of the Service; [d] your use of the Website, [e] your purchase of a Service from us, or [f] your agreement to be billed for any Service or membership from us or any of our Marketing Partners. This Terms of Service is made up of the terms herein, plus the Privacy Policy, all attachments or links to this Terms of Service, the other policies and materials specifically referred to in these Terms of Service, all of which are incorporated herein by reference. With or without notice to you, the Terms of Service may be changed, modified, amended or updated (collectively, "Amendment") from time to time. Accordingly, you understand and agree that you should return to the Website often to check for changes to the Terms of Service. You understand and agree that by using the Services or the Website after an Amendment is posted by us or otherwise disclosed by us, you have agreed to it. All Services and this Website are offered to you conditioned upon this acceptance by you of the Terms of Service without modification. As part of a Service, we may license to you, or assist you in licensing or purchasing software or other services from Vendors. The software or such other service may be accompanied by an end user license or other agreement from us or a Vendor. In such cases, your use of the software or other service is governed by the terms of that license or other agreement and by this Terms of Service. If you do not agree to these Terms of Service, do not use the Services or the Website.

## 2. DEFINITIONS

a) "Service" or "Services" means and includes the use of the this Website including any other service, product, membership, offering or notice made available by us through this web site or links on it [collectively, the "Website"] or through any and all other communications mediums including but not limited to the Internet, telephone or onsite. Moreover, the definition shall include but not be limited to memberships provided by us, our Marketing Partners, and/or our Vendors under the service or membership option that you have selected, and any other use of the Website. Furthermore, Services may include, both in whole and in part, and may be referred to as "Best Practices Assessment", "Data Backup", "Free Software", "Remote Support", "Onsite Support", "Software Store", "Self Help", "Teleconferencing", "Service Plan", "Warranty", "Extended Warranty", "Security Software".

b) "Terms of Service" means and includes

i) any and all the terms, conditions, policies, agreements, and instructions for service use that follow,

ii) those which are contained in the Website, or

iii) those which are otherwise disclosed, posted or updated by us from time to time.

c) "us", "we" or "our" means and includes our company as outlined in Section 18(h), our Marketing Partners, billing agents, Vendors, and such other parties that directly or indirectly related to the provisioning of Services.

d) "Marketing Partner" or "Marketing Partners" means and includes any third parties which provide to you, make available to you, bill to you, or legally signed you up for any of our Services--in part, whole, or in other form - irrespective of whether such Service are provided on a branded, co-branded or private labeled basis.

e) "Vendor" means our third party licensors, suppliers, and other vendors including but not limited to remote support technicians and their related companies, onsite support technicians and their related companies, software providers, data storage facilities and providers, teleconferencing providers, warranty, insurance and extended service contract providers, best practices assessment providers, and such other third party providers involved in the Services as they are updated or modified from time to time.

## 3. AUTHORIZED USER, USE, AND RESPONSIBILITIES

a) You represent and warrant that: (i) you are 18 years of age or older and you have the legal capacity and authority to bind yourself and your employer or entity, as applicable, to this Terms of Service; (ii) you consent on behalf of yourself and/or as an authorized representative of your employer or entity, as applicable, to be bound by this Terms of Service; and (iii) the information you supply to us is correct and complete. You understand that we rely on the information you supply and that providing false or incorrect information may result in Service withholding or delays or the suspension or termination of your customer account. You agree to promptly notify us whenever your personal or billing information changes (including for example, your name, address, telephone number, and credit card number and expiration date).

b) You agree that you are responsible for all use on your account associated with the Service,

including any secondary accounts or sub-accounts registered to your primary account. You understand this means that you accept full liability and responsibility for the actions of anyone who uses the Services via your account, or any secondary accounts, with or without your permission.

#### **4. PRIVACY POLICY**

Your privacy is important to us. We will treat your personal information in accordance with our current Privacy Policy, subject to change from time to time. You agree to the terms of the Privacy Policy, which describes our use and disclosure of information about you, your account, and your use of the Services.

#### **5. AVAILABILITY OF SERVICE**

a) The Services you select may not be available at all times, and may not be available in the format generally marketed, and some personal computers may not be able to receive the Service even if initial testing showed that your connection was qualified or your computer environment was suitable. All Services are provided on an AS IS basis. Line rate, access and availability of Service are not guaranteed.

b) We or our Vendors and Marketing Partners may, at any time, without notice or liability, restrict the use of the Service or limit its time of availability...

c) If you request Service, when applicable, we will use commercially reasonable efforts to schedule a mutually convenient service session within a reasonable period of time. However, you hereby acknowledge that circumstances outside of our control [e.g., a large scale outbreak of a new computer virus] may cause significant delays in our ability to perform or deliver any Service. You hereby release us, our Marketing Partners, and Vendors from any and all liability, and agree that we shall not be liable to you or any third party for any direct or indirect damages, resulting from such delays.

d) Certain Services may NOT be compatible with your computer, operating system, and are subject to certain system requirements. It is your responsibility to investigate and understand such compatibility issues and requirements prior to purchase of any Services. We have no responsibility to provide any Services to incompatible systems or computers or systems or computers that do not meet the appropriate system requirements.

#### **6. SOFTWARE LICENSES, VENDOR SERVICES, AND EQUIPMENT**

a) In connection with our Service, we may provide to you, via download, CD, other media, or other delivery method the use of certain software which is owned by us or our Vendors and which may be provided free or for a fee ["Software"]. We and our Vendors reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. You may use the Software only as part of or for use with the Service and for no other purpose.

b) Software may be accompanied by an end user license agreement from us or a Vendor. Your use of the Software is governed by the terms of that license agreement and by this Terms of Service, where applicable. You may not install or use any Software that is accompanied by or includes an end user license agreement unless you first agree to the terms and conditions of the end user license agreement.

c) With regard to any Software for which your acceptance of a separate license agreement is not required, you are hereby granted, to the extent possible from us, a revocable, non-exclusive, non-transferable license by us to use the Software (and any corrections, updates and upgrades). You may not make any copies of the Software or redistribute, sublicense or license it to any other entity for any purposes whatsoever. You agree that the Software is the confidential information of ours, our Vendors or third party shareware or freeware providers, as the case may be, and you shall not disclose to others or use except as expressly permitted herein. The Software may contain copyrighted material, trade secrets, patents, and proprietary information owned by us or our Vendors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, or otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that we or our Vendors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

d) Vendor Software: As part of the Services, we may suggest that you acquire, install and use certain Vendor software ["Vendor Software"]. Vendor Software is licensed to you by the respective owners or licensees of the Vendor Software. You must agree to the terms and conditions set forth by such owners or licensees before installing and/or using Vendor Software, whether we assist you in the acquisition, installation, and/or use of Vendor Software. We have no rights to the Vendor Software and do not license Vendor Software to you or make any representation or warranty regarding the Vendor Software.

e) We do not provide technical assistance and support for the Vendor Software and the Software except as specifically agreed to by us at the time of purchase. To the extent that we provide technical assistance and support for Vendor Software or equipment through our other Service offerings such as Onsite Support and Remote Support, you must ensure that you comply with the terms and conditions under which you licensed such Vendor Software or purchased such equipment. We make no warranty that we are an authorized service provider for Vendor Software or for any equipment; it is your sole responsibility to determine if you require additional rights for us to provide such support and if so, to acquire such rights. You acknowledge that support of Vendor Software or third party equipment by an unauthorized service provider may void any warranty made by the supplier of such Vendor Software or equipment.



f) Your license to use the Vendor Software and the Software shall remain in full force and effect unless and until terminated by us, our Vendors, or our Marketing Partners. Upon termination of your Services, or account or account privileges for any reason, you must cease all use of any related Vendor Software and the Software and immediately uninstall the Vendor Software and the Software from related computing devices.

g) As part of the Services, we may suggest certain Vendor services or products to you. If you choose to subscribe to, purchase, engage or otherwise use any Vendor services, your use of any such services is subject to the terms of service of such Vendor, and we are in no way party to your agreements with such Vendors. You agree to comply with such Vendor's terms of service and that the Vendor is solely responsible for delivery of its service(s) to you and your use of them. Violation of such Vendor's terms of service may, in our sole discretion, result in the termination of your subscription, membership, or customer account and use of the Services.

## **7. TERM AND TERMINATION**

a) Effective Date and Term. This Terms of Service goes into effect upon your acceptance of this Terms of Service as set forth in Paragraph 1 and shall continue, subject to the terms of this Section until terminated by either party as permitted by this Terms of Service. Billing for your Services will apply on an 'as used' basis.

b) Termination of Service. Either you or we may terminate this Terms of Service without cause at any time. Activation or set-up fees paid at the initiation of your Services, if any, are not refundable. In the event of termination by us or you, for any reason, you agree to pay and will be required to pay any outstanding charges applicable to your Services through the effective date of termination.

c) Terminated Account. We, in our sole discretion, may refuse to accept your request for service, renewal or re-subscription following a termination or suspension of your use of the Service.

d) Upon any termination of this Terms of Service, by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from the Website as well as all copies of such materials, whether made under the terms of this Terms of Service or otherwise. Additionally, you will cease use of all Services both in whole and in part.

e) You understand and agree that any Software or Services that you acquired or installed--whether purchased, free or included as part of a subscription, membership or corporate plan--may terminate, cease to operate, update or function properly after termination. You understand and agree that any Remote Support minutes you purchase expire one year from the date of purchase, or when part of a Subscription Service, at the end of the then current billing period. As part of a Subscription Service, unused Remote Support minutes do not accumulate or rollover from month to month or year to year.

f) Unlimited Remote Support refers to support for a single PC and directly connected peripherals not to exceed 4 peripherals. If you subscribe to Unlimited Remote Support, and we determine that you are abusing or otherwise using Unlimited Remote Support excessively,

you will be notified and we may restrict or terminate your access to this service. If we determine you are using the service for illegal or inappropriate activities, this may be deemed reason to cancel Unlimited Remote Support.

## **8. LIMITATIONS ON SERVICE AND WEBSITE USE**

a) You agree that your use of the Service, the Website, or the Internet, without limitation, is your sole responsibility, is solely at your own risk, and you will comply with all applicable local, state, national and international laws and regulations.

b) You agree that the Internet is not owned, operated or managed by, or in any way affiliated with us and that we are not responsible and have no control over the information, content or other materials, some of which may be offensive, malicious or destructive in nature. You further agree that we do not own or control all of the various facilities and communications lines through which Services may be provided, nor do we guarantee access to or through websites, servers or other facilities on the Internet, whether or not such facilities are owned or controlled by us.

c) You agree that we cannot and do not guarantee or warrant that data and Software available for downloading through the Service, our Vendors or our Marketing Partners will be free of defects, infection or viruses, worms, Trojans, spyware, adware, droppers, password stealers, keystroke loggers and other code that manifest contaminating, malicious or destructive properties. You are responsible for implementing adequate procedures to satisfy your particular requirements for accuracy of data input and output and for maintaining a means external to the Service for the reconstruction of any lost data.

d) You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use, or corrupt the information you transmit or receive over the Internet. We are not responsible for invalid destinations, transmission errors, or corruption or security of your data.

e) You are not authorized to use any of our names or marks as a hypertext link to any of our Websites or in any advertising, publicity or in any other commercial manner without our prior written consent. You understand that your ability to link to a web site through the Service does not, in any way, represent or imply our approval of, or its determination of the quality of that product or service, and that links are provided for your convenience only. The links provided through the Service are maintained by their respective organizations, which are solely responsible for their content.

f) Conditions for Website Use

i) All the contents on the Website including all images and accompanying data (together referred to as "Content") are protected by copyright and may only be used by you for your personal use provided that you do not change or delete any copyright, trademark or other proprietary notices or breach any other provision of this Terms of Service. We retain all title and intellectual property rights in and to all the Content.

ii) You may not modify, publish, transmit, transfer, sell, reproduce, create derivative works from, distribute, perform, display or in any way exploit or use any of the Content, in whole

or in part, except as expressly permitted in this Terms of Service. Content consisting of downloadable software may not be reverse engineered, decompiled, disassembled or otherwise converted to a human-perceivable form unless specifically authorized by the owner of the software's patent and/or copyright. All trademarks and logos are owned by us or our licensors and you may not copy or use them in any manner.

iii) The Website is controlled and operated by us from our offices in the United States of America. We make no representation that materials on the Website are appropriate or available for use in other locations. If you access the Website from other locations worldwide you do so on your own initiative and you are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

iv) We may, at our sole discretion, change, move, delete of or add to the Website or Services at any time.

g) Links to other Web Sites

i) We make no representation whatsoever regarding the content of any other web sites which you may access from the Website. If you access such other web sites from our Website, please understand that they may be independent from the Website and that we may have no control over the content on that web site.

ii) a link or description of services provided on our Website to another company or website does not mean that we endorse or accept any responsibility for the content or use of such web site. You should contact the site administrator or webmaster for those external sites if you have any concerns regarding such links or the content thereon.

iii) You may not post on the Website any links to any external Internet sites that are libelous, defamatory, obscene, pornographic, abusive, harassing or threatening. You agree not to use the Website for any commercial purpose, to distribute any advertising or solicitation of funds or goods and services or to solicit users to join competitive online services. Any individual who attempts such actions will be permanently banned from the Website and will be subject to all legal remedies available to us.

h) Feedback and Submissions

i) We do not and cannot review the Content posted by all users on the Website and are not responsible for such Content. We reserve the right to delete, move or edit any Content [including Content posted in any interactive area] that we may determine, in our sole discretion, violates this Terms of Service or is otherwise unacceptable. We shall have the right, but not the obligation, to correct any errors or omissions in any Content, as we may determine in our sole discretion.

ii) Should any viewer of Content on the Website respond to us with information including feedback data, such as questions, comments, suggestions or the like regarding the Website, or the content of any item, such information shall be non-confidential and we shall have no obligation of any kind with respect to such information. In addition any submission to us shall become our property. We shall be free to reproduce, use, disclose, display, exhibit, transmit,

perform, create derivative works and distribute the information to others without limitation and to authorize others to do the same. Further, we shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and other items incorporating such information. This paragraph is not intended to apply to any personal information about you (such as name, mailing address and email address), the use of which will be governed by our Privacy Policy.

iii) In consideration of our efforts to provide continuously enhanced products and to respond to feedback from users, you agree to transfer ideas, concepts, know-how and techniques to us without any compensation for ideas or feedback submitted by you to us. You agree to execute any and all documents we may reasonably request in connection with confirming our ownership of and unlimited right to use such ideas, concepts, know-how and techniques, permission for which may not be unreasonable withheld.

iv) You are solely responsible for the content of any comments you make. You represent and warrant that no comments submitted by you to us or this Website will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary rights, be or contain libelous or otherwise defamatory, obscene, pornographic, abusive, harassing or threatening material or constitute the misappropriation of the trade secrets of any third party or disparage the products or Services of any Vendor.

## **9. WARRANTIES, RELEASE AND LIMITATION OF LIABILITY**

a) Technicians reserve the right to refrain from providing all services ordered and issue a refund, wholly or in part, on the basis that minimum system requirements were not met, or the technical needs (including overcoming physical or technical barriers that include wiring) or other customer requests are unusual or extensive and beyond the scope of this Terms of Service or the agreed upon scope of work.

b) If our or a technician's ability to render services is impaired by you or circumstances beyond our control, the control of the technician, and/or the control of a Vendor, a choice not to provide services may be made. In addition, we shall not be responsible for circumstances beyond our reasonable control.

c) Warranties of any and all hardware equipment and software applications are provided directly by their respective manufacturers. We assume no risk whatsoever for any defective items but will make reasonable efforts to assist you in obtaining repair replacement under manufacturer's warranty.

d) We shall not be liable for money damages under this Terms of Service for any reason whatsoever. Your sole remedy for any defective workmanship shall be for rework performed by us, our technicians or our Vendors.

e) YOU ACKNOWLEDGE AND AGREE THAT ANY SERVICES SUPPLIED HEREUNDER, INCLUDING THE MATERIALS ON THE WEBSITE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THESE TERMS OF SERVICE AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY US (BUT ONLY IF SUCH WARRANTY IS

INCLUDED WITH SUCH EQUIPMENT OR SOFTWARE]. WE [AND OUR OFFICERS, OWNERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AND AFFILIATES], OUR VENDORS, AND OUR MARKETING PARTNERS, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. NO ADVICE OR INFORMATION GIVEN BY US, OUR REPRESENTATIVES, TECHNICIANS OR OUR VENDORS SHALL CREATE A WARRANTY. USE OF SERVICES IS AT YOUR OWN RISK AND IS NOT WARRANTED.

f) WE DO NOT WARRANT THAT THE SERVICE OR INFORMATION PROVIDED BY US WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, CORRECT, RELIABLE, EFFECTIVE, COMPLETE, USEFUL, OR FREE OF VIRUSES, WORMS, OR THE LIKE. WE SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE OR THE INTERNET. WE MAKE NO WARRANTY REGARDING THE CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE, THE WEBSITE OR ANY LINKS DISPLAYED. YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE, INCLUDING THE WEBSITE, AND THE INTERNET GENERALLY. DO NOT USE ANY FACET OF THE SERVICE IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, EQUIPMENT, DATA, SOFTWARE, HARDWARE, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

g) IN NO EVENT SHALL WE [OR OUR OFFICERS, OWNERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, OR AFFILIATES], OUR VENDORS OR MARKETING PARTNERS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES, INCLUDING: (A) ANY GENERAL, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM NEGLIGENT OR CRIMINAL ACTS, LOST PROFITS OR LOSS OF REVENUE OR LOSS OR DAMAGE TO DATA, USE OF THE WEBSITE [INCLUDING ALL INFORMATION, SERVICES, AND PRODUCTS THAT ARE REFERENCED OR LINKED TO THE WEBSITE], ANY OTHER INFORMATION, DOCUMENTS, PRODUCTS, SOFTWARE, DOWNLOADS, REPAIR SERVICES, ADVICE, INFORMATION PROVIDED BY US OR ANY OF OUR VENDORS, OR OTHER LIABILITY ARISING OUT OF, OR RELATED TO, THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICES PROVIDED BY US AND/OR OUR VENDORS OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE YOUR COMPUTER EQUIPMENT, HARDWARE, PERIPHERALS, OR THE NETWORK RESULTING FROM THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

- h) ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION ALSO APPLY TO OUR VENDORS AND MARKETING PARTNERS AS THIRD PARTY BENEFICIARIES OF THESE TERMS OF SERVICE.
- i) ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH WE (AND OUR OFFICERS, OWNERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AND AFFILIATES), OUR VENDORS AND MARKETING PARTNERS ARE COLLECTIVELY RESPONSIBLE.
- j) THE REMEDIES EXPRESSLY SET FORTH IN THIS TERMS OF SERVICE ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW OR LIMIT THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, OUR EXCLUSIONS OR LIMITATIONS APPLY TO YOU TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.
- k) WE RESERVE THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE OR FOR YOUR BREACH OF THESE TERMS OF SERVICE (INCLUDING ANY POLICIES RELATING TO THE SERVICE.)
- l) BY USING OUR SERVICE, YOU AFFIRMATIVELY RELEASE AND HOLD HARMLESS US AND OUR OFFICERS, OWNERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AND AFFILIATES, OUR VENDORS AND MARKETING PARTNERS FROM AND AGAINST ANY LOSS, LIABILITY, OR DAMAGE THAT YOU MAY SUFFER, INCLUDING BUT NOT LIMITED TO ANY LOSS OF ANY DATA AND THE NON-FUNCTIONING OF ANY COMPONENT OR ELEMENT OF YOUR COMPUTER EQUIPMENT OR PERIPHERALS RESULTING FROM ACTIONS TAKEN OR INACTIONS BY US, OUR VENDORS AND MARKETING PARTNERS
- m) If you are a California resident, you waive California Civil Code § 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” Residents or users from other states, countries or territories waive such other similar provisions in there state, country or territory.
- n) In the event you have any disputes, issues, problems, claims or controversies (collectively “Dispute”) with us, our Vendors or Marketing Partners as a result of the Services or these Terms of Services, you agree to raise such Dispute in writing within thirty (30) days of occurrence. If you do not raise such Dispute within the timeframe mentioned above, each of the aforementioned parties shall be deemed released from any obligations it might have.

## **10. INDEMNIFICATION**

You agree to defend, indemnify and hold us and our officers, directors, owners, employees, subsidiaries, parent companies, affiliates, agents, Vendors, Marketing Partners information providers and licensors (collectively, “All Parties”), harmless from and against any and all claims, liabilities, losses, costs and expenses, including reasonable attorney’s fees, related to or arising from: (a) any violation of applicable laws, regulations or this Terms of Service by you (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties

who use your account, with or without your permission, to access the Service); [c] negligent acts, errors, or omissions by you [or any parties who use your account, with or without your permission, to access the Service]; [d] injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Terms of Service, except to the extent that such liabilities directly arise from the active gross negligence or willful misconduct of one or all of the parties defined in All Parties; [e] claims for infringement of any intellectual property rights arising from your use of the Services, Software, or the Internet; or your use of the Services in a manner other than as intended herein. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case you agree to cooperate in our defense of such claim.

## **11. NOTICES**

a) Notices required under this Terms of Service sent by you to us shall be provided to our mailing address as set forth in Section 18[h]. Notices by us to you shall be deemed given: [a] when sent to your registered email address, [b] when deposited in the United States mail addressed to you at last-known address, [c] when hand delivered to your home, as applicable. Notice of changes to these Terms of Service will be deemed given upon posting to the pages on the Website.

b) With regard to electronic communications, you and we further agree that: [a] the User ID and/or alias of a sender, contained in an electronic communication [“email”], is legally sufficient to verify the sender’s identity and the authenticity of the communication; [b] an email sent containing your User ID and/or alias establishes you as its originator and has the same effect as a document with your written signature on it; and [c] an email or any computer printout of it, is a valid proof of the validity of the original content of the electronic communication.

## **12. CONFIDENTIALITY**

a) You recognize that we have and will have information: products, costs, discounts, future plans, business affairs, process information, trade secrets, customer lists, product design information, copyrights, service providers, Vendors, customers and other proprietary information [collectively, “Information”] which are valuable, special and unique assets of ours and need to be protected from improper disclosure. If disclosed to you and in consideration of the disclosure of the Information, you agree that you will not at any time or in any manner, either directly or indirectly, use any Information for your own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without our prior written consent. You will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Terms of Service. If it appears that you have disclosed [or have threatened to disclose] Information in violation of this Terms of Service, we shall be entitled to an injunction to restrain you from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. We shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

### 13. ADDITIONAL ONSITE SUPPORT TERMS OF SERVICE

a) Availability: Onsite support services are generally available throughout the United States and Puerto Rico next business day [some very remote areas may require a longer response time and additional fees.]. Some services may be available on a “Rush” basis depending upon location. Upon the successful purchase of an Onsite Support service by you through the Website or over the telephone, a service technician will be dispatched to your location to provide the requested services according your service level as follows:

i) Our dispatchers and call processing personal are available Monday through Friday, 8:00 AM to 6:00 PM Eastern Time excluding regularly observed holidays. Onsite Support requests placed outside these hours will be received and dispatched on the next business day. For the purposes of response time measurements, Onsite Support requests will be considered as “received” during the first operational period following the time the request is submitted.

ii) If you purchased the standard service level, an Onsite Support technician will be dispatched to arrive at your location the next day following dispatch to provide Onsite Support at the requested service time or within the requested service window. Onsite Support requests received after 3:00 PM Eastern Time may not be dispatched until the next business day [e.g. an order received 5pm EST on Wednesday will be dispatched on Thursday, and, if acceptable to you, scheduled for service on Friday]. Once dispatched, Onsite Support will be scheduled, as requested in the service order.

iii) If you purchase “Rush” service or expedited response, an Onsite Support technician will be dispatched to arrive at your location generally within four (4) business hours following dispatch to provide Onsite Support, at the requested service time or within the requested service window. Service requests received after 3:00 PM Eastern Time may not be dispatched until the next business day. Onsite Support requests received on a business day prior to 3:00 PM Eastern may be scheduled to arrive within four (4) business hours of dispatch. Once dispatched, onsite support will be scheduled, as requested in the service order. If onsite support cannot be provided within four (4) business hours of dispatch for a “Rush” order, you will not be charged additional fees.

b) All onsite support offered on the through this Website or over the telephone is subject to this Terms of Service. Should parts or shipping charges apply to a particular onsite support call, such charges will be in addition to the Onsite Support fees as shown on the Website or as quoted over the telephone.

c) You will be billed on a per event basis for onsite support services performed, subject to credit approval. You will be charged in accordance with the rate reflected for each Onsite Support service requested [some very remote areas may require additional travel fees in order to provide Onsite Support at those locations.]. “Onsite Support” is defined as a single visit to a customer location to provide a standard Service. Shipping, parts and expedite fees may apply and are incremental to any published labor fee. IMPORTANT NOTICE: Once accepted, any Onsite Support requests that are cancelled within one business day or less than 24 hours of the scheduled appointment time will be charged a cancellation fee of \$95. Cancellation after the arrival of the technician at the scheduled time will require full payment



of the original Onsite Support fees stated.

d) Hardware or Software Install/Service: Additional hardware and software installations fee(s) may apply for hardware or software not purchased directly from us.

e) An adult must be present for any Onsite Support. A person of at least 18 years or older must be present for the entire time of the service call. IF A SERVICE CALL IS SCHEDULED AND THE APPROPRIATE AGED PERSON IS NOT PRESENT, ONSITE SUPPORT MAY BE DENIED AND A \$95 CANCELLATION FEE WILL BE ASSESSED.

f) It is your responsibility, prior to the technician's arriving for the Onsite Support call, to back-up software, data, information and/or other files stored on your computer's disks or drives. You acknowledge and agree that we, the technician, or other Onsite Support Vendors are not responsible at any time for any loss, alteration or corruption of any software, data, or file.

g) Minimum System Requirements [Wireless Networking Only]: All computers to be networked should have a minimum of 8 MB of disk space, and no less than 32 MB of RAM, and must have at least a Windows 98 SE operating system. All password(s) for all systems and ISP's must be available at the time of Onsite Support. The Operating System disc and Key Code must be available at time of Onsite Support. All peripherals to be networked must be in good working order and be virus and Spyware free. All broadband systems and/or services, including connections to any broadband modem, must be properly installed and operational prior to an Onsite Support call.

h) Full access to all systems and peripheral(s) must be made available for Onsite Support. If a technician arrives at the Onsite Support location and determines that he/she does not have ample access or cooperation to provide the Onsite Support or if he/she determines that the work site is unsafe, then Onsite Support may be denied and a \$95.00 cancellation fee will be assessed.

i) During scheduled Onsite Support visits, we will accommodate your delays when possible. However, in the event your facilities, equipment and/or critical resources are unavailable when prescheduled technicians are onsite, you will be charged for loss of time at the then prevailing labor rate for each technician directly impacted by such delay.

j) You agree that you will not solicit for employment, hire or contract with any of our existing or former technical or professional personnel or agents during and for a period of one (1) year following its termination these Terms of Service.

#### **14. ADDITIONAL SOFTWARE/HARDWARE STORE TERMS OF SERVICE**

You recognize the software store and hardware stores available through the Website are operated by third parties and are made available by us for your convenience. Notwithstanding the foregoing, all transactions, purchases or other engagement by you of those websites or services is solely at your discretion, and we and our Marketing Partners are not party to such transactions or engagements. All purchases, transactions and engagements with the software store and the hardware store are beyond our control, and we make no representations or warranties with respect thereto. Purchases, transactions, and engagements with the software store and the hardware store are subject to the policies posted on those websites.

## **15. ADDITIONAL TERMS OF SERVICE IN CONNECTION WITH DATA STORAGE/RECOVERY SERVICE**

The data backup, storage and recovery service is a Subscription Service as described in this Terms of Service. If the amount of data that you have backed up (after compression) exceeds the amount of storage included in your plan (plus any additional storage that you have signed up for), you will receive a notification via email. You will be able to continue to backup and use the service uninterrupted. To the extent you store more data than your plan allots, you will be billed at the end of the current billing cycle the overage rate stipulated for your plan multiplied by the incremental storage above your plan calculated for the month on a weighted average basis.

## **16. ADDITIONAL TERMS OF SERVICE IN CONNECTION WITH REMOTE TECHNICAL SUPPORT**

For monthly and annual Subscription Services, unused remote technical support allotments expire at the end of the then current billing cycle. Remote Support minutes purchased as or part of a Subscription Service do NOT accumulate or rollover to the next applicable billing period. If you select a service plan for remote technical support, not including Subscription Services that include a pre-determined allocation of Services, such purchases expire one year from the date of purchase. If you pre-purchase or subscribe to any remote technical support services, you may not resell these services, use them for extraordinarily high volume purposes, or engage in other similar activities, or use them as a virtual support center unless otherwise specified in your support plan or as determined solely by us. Subscription Services for remote support are on a per workstation basis and are only to be used with the computer listed in your service plan, unless you upgrade your service plan contract to include an additional computer or device. You hereby acknowledge and agree that each Subscription Service that includes remote technical support covers only the software, hardware for that computer and the peripherals directly connected to that computer excluding such peripherals connected via a LAN or WAN. It is the your responsibility, prior to contacting us or allowing us to perform a diagnostic or other remote support service to back-up software, data, information or other files stored on the your computer's disks or drives. For remote support, full access to all systems and peripheral[s] must be made available via remote access of any and all systems. If a technician determines that he/she does not have complete remote access to provide the service he/she may terminate the call for non compliance with the Terms of Service.

## **17. MISCELLANEOUS**

a) All obligations of the parties under this Terms of Service, which, by their nature, would continue beyond the termination, cancellation or expiration of this Terms of Service, including by way of illustration and not limitation, those clauses relating to Software Licenses, Warranties, Release and Limitation of Liability, and Indemnification, shall survive such termination, cancellation or expiration.

b) We will not be liable for delays, damages or failures in performance due to causes beyond our reasonable control, including, but not limited to, any law, order, regulation or other action of any governing authority; acts of God; fires, floods, earthquakes, or other natural

catastrophes; national emergencies, strikes, lockouts or other labor-related difficulties; computer “hacking” attack or computer virus; power outages, technical equipment failures; acts of third parties or Vendors; or other things we do not control, or an inability to obtain necessary equipment, services or Vendors.

c) You shall not assign or otherwise transfer this Terms of Service, in whole or in part or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any such assignment or delegation by you without our prior written consent will be null and void and of no force or effect, unless otherwise expressly consented to by us at our sole and absolute discretion. We may assign all or any part of this Terms of Service without notice and you agree to make all subsequent payments as directed.

d) You and we agree that the substantive laws of the State of Florida, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Terms of Service. Unless prohibited by applicable law, any dispute, controversy or claim arising out of or relating to this Terms of Service or the performance by the parties of any of the terms set forth therein shall be settled by binding arbitration held in the County of Los Angeles or the County of Duval, State of Florida in accordance with the then rules of the American Arbitration Association then in effect. Notwithstanding the foregoing, to the extent the arbitrator[s] do not possess the power to subpoena witnesses necessary to the resolution of a dispute, controversy or claim brought hereunder which a court of competent jurisdiction would possess, a party may apply to such court for subpoenas. Except as otherwise required by law, including California laws relating to consumer transactions, any cause of action or claim you may have with respect to the Services must be commenced within one (1) year after the claim or cause of action arises, or such claim or cause of action is or shall be barred.

e) Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. With respect to such documents, Contractor/manufacturer is us or our licensors or Vendors. The use of Software and documentation is further restricted in accordance with the terms of this Terms of Service.

f) An estimate as required (Section 9844 of the California Business and Professions Code) for repairs shall be given to the customer in writing, and we may not charge for work done or parts supplied in excess of the estimate without prior consent of the customer. Where provided in writing, we may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate for repair. For information contact the Bureau of Electronic and appliance Repair, Department of Consumer Affairs, Sacramento 95814.

g) In the event of a conflict between this Terms of Service and any applicable tariff, the

tariff shall prevail. We reserve the right to modify the Service to reflect any change in any applicable tariff or underlying network service or component affecting the Service.

h) Ocenture, LLC, a Florida Limited Liability Company, with offices at 6440 Southpoint Pkwy, Suite 300, Jacksonville, FL 32216.

i) Our failure at any time to insist upon strict compliance with any of the provisions of this Terms of Service in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Terms of Service is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

j) This Terms of Service, including all attachments and all other policies posted on the Website, which are fully incorporated into this Terms of Service either by attachment or by reference, constitutes the entire agreement between you and us with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Terms of Service, or any additional or different terms in your purchase orders, acknowledgements or other documents, written, verbal or electronic, are void.

k) If any term or provision of this Terms of Service or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Terms of Service or application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Terms of Service shall be valid and be enforced to the fullest extent permitted by law.

# TRUBENEFIT CARD

Gain no cost access to the TruBenefit Card and obtain incredible health, wellness, and lifestyle savings. Share the TruBenefit Card with your employees, friends and family!

**In order to receive access to the TruBenefit Card, you must register at [www.trubenefitcard.com/first-southern](http://www.trubenefitcard.com/first-southern).**

## Additional Discount Services:

### Amplifon Hearing\*

Amplifon is pleased to provide a hearing care discount plan that makes hearing aid services accessible, as well as affordable. Amplifon is one of the largest providers of hearing health care benefits in the United States offering members a variety of hearing aids and services through a simple three-step process. As a member, you have access to discounts on hearing care services and products at over 5,600 locations throughout the nation. Amplifon offers a hearing aid low price guarantee. Should you find a lower price at another local provider, Amplifon will gladly beat that price by 5%.

#### Key Features of Amplifon:

- Hearing aid low price guarantee: If you should find the same product at a lower price, bring us the local quote and Amplifon will not only match it but beat it by 5%!
- 40% discount on diagnostic services, including hearing exams
- Financing options with up to 12-months NO INTEREST
- 60-day no-risk trial period. If you are not satisfied, return your hearing aids within the trial period for a 100% refund
- 1 year follow-up care which includes cleaning, adjustment, and other hearing aid services
- 3 year warranty - one of the longest you'll find anywhere - on most hearing aids, covering repairs, loss, and damage
- 2 years of free batteries (80 cells per hearing aid, per year)
- Discounts on batteries mailed directly to your home
- Over a 90% customer satisfaction rate for over a decade

**Amplifon Hearing is part of the TruBenefit Card. To gain access register at <https://trubenefitcard.com/first-southern>.**

## DirectLabs® \*

A simple blood test is necessary for the prevention or early detection of diseases. The earlier a problem is identified, the easier and more likely it is to be treated. DirectLabs® (DLS) is the leader in direct access laboratory testing. DLS offers a wide variety of important health and wellness blood chemistry tests at discounted prices, saving members 10% to 80% off regular retail pricing at over 3,000 certified labs nationwide. \*\*

Take charge of your health and wellness and order today! No doctor's visit required.

*\*\*Services not available in NJ, NY, and RI.*

**DirectLabs® is part of the TruBenefit Card. To gain access register at <https://trubenefitcard.com/first-southern>.**

**THE TRUBENEFIT CARD IS NOT INSURANCE and is not intended to replace health insurance.** This plan does not meet the minimum creditable coverage requirements under MGL c.111M and 956 CMR 5.00. This plan is not a Qualified Health Plan under the Affordable Care Act. This is not a Medicare prescription drug plan. The range of discounts will vary depending on the type of provider and service. The plan does not pay providers directly. Plan members must pay for all services but will receive a discount from participating providers.

**\* THIS HEARING AND LABS DISCOUNT PLAN IS NOT INSURANCE and is not intended to replace health insurance. This hearing and labs discount plan does not meet the minimum creditable coverage requirements under MGL c.111M and 956 CMR 5.00 and is not a Qualified Health Plan under the Affordable Care Act. The range of hearing and lab discounts will vary depending on the type of provider and service. The hearing and labs discount plan does not pay providers directly. Plan members must pay for all hearing and lab services but will receive a discount from participating providers. For hearing and lab discounts, the list of participating providers is at [tpm.solutionssimplified.com/hl](http://tpm.solutionssimplified.com/hl). and a written list of participating hearing and lab providers is available upon request. Discount Plan Organization and Administrator for hearing and lab discounts: Careington International Corporation, 7400 Gaylord Parkway, Frisco, TX 75034; phone 800-441-0380. Hearing and lab discounts are not available in Washington.**

## HEARING AND LABS DISCOUNT PLAN TERMS AND CONDITIONS

**Membership and Renewal Conditions:** By joining a plan for yourself or on behalf of a minor child for whom you are a parent or legal guardian, you confirm that you are at least 18 years old and have read and agree to the terms and conditions of the plan. This plan will automatically renew each year on effective date.

**Termination Conditions:** TruBenefit Card and Careington reserve the right to terminate plan members from its plan for any reason.

**Cancellation Conditions:** Please contact customer service at 1-888-424-4186 if for any reason you are dissatisfied with the plan and wish to cancel at any time during the membership period.

**Description of Services:** Please see the enclosed materials for a specific description of the programs included in your plan.

**Limitations, Exclusions & Exceptions:** This plan is a discount membership program offered by Careington. Careington is not a licensed insurer, health maintenance organization or other underwriter of health care services. No portion of any provider's fees will be reimbursed or otherwise paid by Careington. Careington is not licensed to provide and does not provide health care services or items to individuals. You will receive discounts for services at certain health care providers who have contracted with the plan. You are obligated to pay for all health care services at the time of service. Savings are based upon the provider's normal fees. Actual savings will vary depending upon location and specific services or products purchased. Please verify such services with each individual provider. The plan's discounts may not be used in conjunction with any other discount plan or program. All listed or quoted prices are current prices by participating providers and subject to change without notice. Any procedures performed by a non-participating provider are not discounted. From time to time, certain providers may offer products or services to the general public at prices lower than the discounted prices available through this plan. In such event, members will be charged the lowest price. Discounts on professional services are not available where prohibited by law. This plan does not discount all procedures. Providers are subject to change without notice and services may vary in some states. It is the member's responsibility to verify that the provider participates in the plan. At any time Careington may substitute a provider network at its sole discretion. Careington cannot guarantee the continued participation of any provider. If the provider leaves the plan, you will need to select another provider. Providers contracted by Careington are solely responsible for the professional advice and treatment rendered to members and Careington disclaims any liability with respect to such matters.

**Complaint Procedure:** If you would like to file a complaint regarding your plan membership,

you must submit your complaint in writing to: Careington International Corporation, P.O. Box 2568, Frisco, TX 75034. You have the right to request an appeal if you are dissatisfied with the complaint resolution. After completing the complaint resolution process, if you remain dissatisfied you may contact your state insurance department.



Your *Total Business* Benefits