



## BROKER AGREEMENT TERMS AND CONDITIONS

This Broker Agreement contains the complete Terms and Conditions between us, Elite Benefits LLC ("ELITE") and you, the Broker ("**BROKER**") of the **ELITE BENEFITS BROKER PROGRAM** ("**PROGRAM**"). To become a registered **BROKER**, you must agree to the complete terms, conditions, and addendums herein (collectively the "**AGREEMENT**"). As a registered **BROKER** of the **PROGRAM**, you will receive a unique **ACCESS CODE(S)**, which will be used for tracking purposes and commissions to be paid to you from all your referrals that purchase a **PLAN** on our Benefit website: [www.YourEliteBenefits.com](http://www.YourEliteBenefits.com).

**BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE BROKER PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND ITS TERMS AND CONDITIONS, AND THAT YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

### PAYMENT TO BROKER

A commission will be earned by **BROKER** on every Qualified **PLAN** Sale that uses the **BROKER's** assigned **ACCESS CODE** less cancellations. **ELITE** agrees to pay commission on a monthly basis after the reconciliation process is completed. **ELITE** agrees to pay **BROKER** at the rates stated in signed **AGREEMENT**.

You, as the **BROKER**, are required to notify us promptly of any change in your address by emailing your information to [Support@YourEliteBenefits.com](mailto:Support@YourEliteBenefits.com). Please allow up to FIVE (5) days to take effect.

You are responsible for informing Elite Benefits of your desired payment form/type. You can update or change your desired payment method at any time by updating your information via email to [Support@YourEliteBenefits.com](mailto:Support@YourEliteBenefits.com). Any changes to your desired payment method may take up to one (1) payout cycle to take effect. You may choose to receive Commission Fees through ACH or check. **ELITE** is not responsible for paying any third-party fees charged by your banking institution in order for you to receive **BROKER** Commission Fees. **ELITE**, in its sole discretion, reserves the right to modify the available commission payment methods or payment schedule at any time. Such changes shall take effect when posted.

Payment Disputes: **BROKER** agrees to report any disputes within thirty (30) days of commission payment in writing. Disputes filed after thirty (30) days of the date of commission payment will not be accepted by **ELITE** and **BROKER** forfeits forever any rights to a potential claim.

Each **BROKER** is required to submit a W-9 tax form before any Commission Fees shall accrue. **BROKER** is also responsible for the payment of all taxes related to the commissions received under this **AGREEMENT**. In compliance with U.S. tax laws, **ELITE** will issue a Form 1099 to **BROKERS** whose earnings meet or exceed the applicable threshold.

It is solely the **BROKER's** responsibility to provide **ELITE** with accurate tax and payment information that is necessary to issue a Commission Fee. If **ELITE** does not receive the necessary tax or payment information within ninety (90) days of a Qualified Purchase which would otherwise trigger Commission Fees, the applicable commissions shall not accrue and no Commission Fees will be owed with respect to such Qualified Purchase.

### RECONCILIATION

**ELITE** will perform a reconciliation of accounts beginning on or about the 1<sup>st</sup> business day of each month.

- Commissions are calculated by number of qualified sales of each package **PLAN** for the calendar month less cancellations.
- A summary report of package **PLANS** purchased will be provided to the **BROKER** each month.
- Commission payments will be processed approximately (10) ten to (15) days after the first month.
- **ELITE** will only compensate the **BROKER** for Qualified **PLANS** Purchased in accordance with this Agreement.



## EXCLUSIONS OF QUALIFIED PURCHASES

- Commissions for any Referred Customer who is associated with any **ELITE** reseller, referral or other program, may not be considered a Qualified Purchase. In other words, you may not receive double commissions or compensation.
- A purchase by a Referred Customer that is not up to date on its payments or is subject to a refund.
- A purchase that was completed prior to the **BROKER** joining the **BROKER** Program or was not associated by a valid **ACCESS CODE**.
- A purchase that **ELITE** suspects, in its sole discretion, is the result of fraud or fraudulent activity; which shall include but is not limited to, the use of software that generates real and fictitious information, multiple accounts from the same customer, or the referral of accounts that do not comply with this Agreement.
- A purchase referred by a **BROKER** that has an excessive cancellation rate as determined in **ELITE's** sole discretion.
- A purchase by a Referred Customer if the Referred Customer was offered or received coupons, refunds, credits or discounts from the **BROKER**.
- A purchase by a Referred Customer if the **BROKER** or Referred Customer is in or is promoting any illegal business-opportunity program, as determined by **ELITE** in our sole discretion.
- A purchase by a Referred Customer engaging in "Domain Speculation," which is determined by the identification of two (2) web hosting accounts with the same Referred Customer's name, email address, or other identifying characteristic as determined by **ELITE** and/or the identification of two (2) or more web hosting accounts that have no content on their websites or have similar content, templates or formatting, as determined by **ELITE**, in our sole discretion.

Any attempt by a **BROKER** to manipulate, falsify, or inflate Referred Customers Qualified Purchases, or Commission Fees to intentionally defraud **ELITE** or any violation of the terms of this Agreement constitutes immediate grounds for **ELITE** to terminate the **BROKER'S** participation in the **BROKER** Program and will result in the forfeiture of any Commission Fees due to the **BROKER**.

**ELITE** reserves the right to suspend the payment of Commission Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms of this **AGREEMENT** by the **BROKER** or a Referred Customer. **ELITE** reserves the right to deduct from **BROKER's** current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable, and cancelled purchases.

**ELITE** reserves the right to immediately cancel or withhold for later review any Commission Fee that fails to meet the criteria of a "Qualified Purchase." **BROKER** is responsible for monitoring the payment, denial, and withholding of Commission Fees; **ELITE** is not obligated to actively notify **BROKERS** of the status of Commission Fees. If **BROKER** has a question about a Commission Fee that has been cancelled or withheld, **BROKER** has thirty (30) days from the date payment would have been due, to contact **ELITE** to request that the Commission Fee be paid. Any changes to or decisions about cancelled or withheld Commission Fees are strictly made at **ELITE's** sole discretion.

## COMMISSION THRESHOLD

Commissions will accrue and only become payable once the **BROKER**:

- (1) provides all relevant tax and address documentation
- (2) reaches a **Commission Threshold of \$50**.



## ORDER PROCESSING

**ELITE** will only process orders placed by Referred Customers who input an active **ACCESS CODE**. **ELITE** reserves the right, in its sole discretion, to reject orders that do not comply with certain requirements / changes that may be established from time to time from its providers. All aspects of order processing and fulfillment, including **ELITE's** services, cancellation, processing, refunds and payment processing will be **ELITE's** responsibility. **ELITE** will track the Qualified Purchases generated with your **ACCESS CODE** and will make this information available to you.

## IN ADDITION

If any additional **ELITE** products are made available for sale, **ELITE** will confer with the **BROKER** and agree upon commission for said products and pay **BROKER** as outlined in writing at that time. Any agreement regarding additional commissions or income must be provided by **ELITE Corporate** in writing and signed by the both **ELITE** and **BROKER** or its authorized party.

## OBLIGATIONS REGARDING YOUR BROKER SITE

If the **BROKER** has chosen to custom 'white-label' the YourEliteBenefits.com website, then **BROKER** is solely responsible for the development, operation, and maintenance of your respective **BROKER** Site and for all materials that appear on your **BROKER** Site. Such responsibilities include, but are not limited to, the technical operation of your **BROKER** Site and all related equipment; creating and posting product reviews, descriptions, and references on your **BROKER** Site and any links or references to our website; the accuracy of materials posted on your **BROKER** Site (including, but not limited to, all materials related to Elite Benefits Products and Services); ensuring that materials posted on your **BROKER** Site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters.

It is entirely the **BROKERS** responsibility to follow all applicable intellectual property and other laws that pertain to your **BROKER** site. **BROKER** must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. **ELITE** will not be responsible (and **BROKER** will be solely responsible) if **BROKER** uses another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

Notwithstanding, **BROKER** must receive approval by **ELITE** prior to allowing the **BROKER** site offering **ELITE BENEFITS** to become active.

We may cancel participation in **PROGRAM** if we determine that your **BROKER** site is unsuitable for our **PROGRAM**, including if it:

- Promotes sexually explicit materials, violence or any illegal activities.
- Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law.
- Includes "Your Elite Benefits" or variations or misspellings thereof in its domain name.
- Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.
- Contains software downloads that potentially enable diversions of commission from other affiliates in our program.
- Leads customers to believe you are Elite Benefits.

## POLICIES AND PRICING

Referred Customers who buy **ELITE** Products and Services through our **BROKER** network are deemed to be **ELITE's** Customers for purposes of the Benefits purchased on the site only. **ELITE's** Terms and Conditions, rules, policies, and operating procedures will apply to such customers. We may change our policies, pricing, and operating procedures at any time. **BROKER** will be notified of any such material changes that may affect **BROKER** or its' referred members.



**For example:**

- **ELITE** may receive a significant price increase for a Benefit offered within the Program. In such case, **ELITE** may be forced to replace the Benefit with a like product or revise pricing if no such option exists.
- A Benefit may become unavailable for residents within a specific state; in which case **ELITE** may be required to contact members within that state and make appropriate changes to the member's **PLAN**.

Prices and availability of **ELITE** Products and Services may vary from time to time, from **BROKER** to **BROKER**, and from region to region. **ELITE** will use commercially reasonable efforts to present accurate information on our website, but we cannot guarantee the availability or price of any particular **ELITE** Product or Service.

**TERM AND TERMINATION**

Unless otherwise set forth, this **AGREEMENT** shall be effective until the one year anniversary of the Effective Date of this **AGREEMENT**, and shall automatically renew for additional one-year periods on each anniversary of the Effective Date. Each one-year period of this **AGREEMENT**, or such shorter or longer period of effectiveness as mutually agreed to by **ELITE** and **BROKER**, is referred to as an "Effective Period" and collectively all of the Effective Periods of this Agreement are referred to as the "Term." Either party may terminate this **AGREEMENT** at any time by providing the other party at least ninety (90) days prior written notice. **ELITE** may immediately terminate this Agreement upon written notice to **BROKER** if **BROKER** breaches any provision of this Agreement.

**INITIAL TRAINING**

**ELITE** will provide initial webinar training for **BROKER** at a prearranged time. We may upon occasion make available to you, without charge, various webinars and other resources made available as part of our **BROKER** Program. If we make such resources available to you, you will encourage your sales representatives and/or other relevant personnel to participate in training and/or other certifications as we recommend and may make available to you from time-to-time.

**UTILIZATION MARKETING AWARENESS PROGRAM ONLINE / OFFLINE**

**ELITE** will provide to **BROKER** basic marketing materials in digital format to use as needed for communications with eligible and future members about the Program services. Additional marketing initiatives and marketing / informational pieces can be made available and customized at an additional cost. General description of Services and Benefits are contained in this agreement in **ADDENDUM 3**.

**BROKER AGREES**

To use commercially reasonable efforts to advertise the **ELITE** services to its potential customers, using **ELITE'S** program content, as approved in advance by (and only as approved by) **ELITE** Corporate. Such materials include, but are not limited to, those that are in written form, on websites, radio, television, and/or sent by email or fax. **BROKER** acknowledges that it has no authority to modify the program content without the prior written approval of **ELITE**.

**OWNERSHIP**

All materials, including all copyrights, trademarks, logos and other identifying marks (collectively "Materials") provided by **ELITE** to promote and/or provide information about the Services are and shall remain the exclusive property of **ELITE**. All Materials are proprietary and may not be reproduced, duplicated or disseminated for any purpose other than to promote and/or inform potential customers and current members about the Services. Any Website(s) made available by **ELITE** for promotion and/or use of the Services (collectively, the "Website"), are and shall remain the exclusive property of **ELITE** (or, as applicable, its vendors).



## **NON-DISCLOSURE**

**ELITE** and **BROKER** both agree, except as otherwise set forth in this **AGREEMENT** and unless otherwise required by law or compelled by a court of competent jurisdiction, not to disclose the terms and/or conditions of this Agreement or any information provided to the other party with respect to this **AGREEMENT** or the Services to a third party, without the prior written consent of the other party which shall not be unreasonably withheld, conditioned, or delayed.

## **NON-EXCLUSIVITY**

This Agreement does not create an exclusive agreement between you and us. Both the **BROKER** and **ELITE** will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

## **INDEPENDENT INVESTIGATION**

As the **BROKER** you understand that we may at any time (directly or indirectly) solicit **ELITE** relationships on terms that may differ from those contained in this **AGREEMENT**. We may also solicit relationships with entities that operate websites that may be similar to or compete with your **BROKER** Site. You as the **BROKER** must independently evaluate the desirability of participating in the Elite Benefits **BROKER** Program and will not rely on any representation, guarantee, or statement other than as set forth in this Agreement

## **MODIFICATION**

**ELITE** may modify this Agreement at any time at our sole discretion; provided that the change shall solely apply to events occurring after the date on which **BROKER** accepts and agrees to such modifications unless **BROKER** otherwise agrees herein. Such modifications shall take effect when posted on our website. Modifications may include, but are not limited to, changes in the scope of available Commission Fees, commission amounts or percentages, payment procedures, Commission Fee payment schedules, and **PROGRAM** rules. If any modification is determined to be unacceptable, the **BROKER'S** only recourse is to terminate this agreement, in which event **BROKER** shall be entitled to any and all rights under the unmodified Agreement prior to the date of the applicable modification. Your continued participation in the **BROKER** Program following our posting of any modification on our website will constitute binding acceptance of the change.

## **RELATIONSHIP OF PARTIES**

**BROKER'S** relationship with **ELITE** will strictly be that of an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. **BROKER** will have no authority to make or accept any offers or representations on **ELITE'S** behalf. **BROKER** will not make any statement, whether on your **BROKER** Site or otherwise, that contradicts anything in this section.

## **DISCLAIMER**

EXCEPT AS PERMITTED HEREIN, YOU SHALL NOT AND ARE NOT AUTHORIZED TO:

(i) USE THE ELITE BENEFIT TRADEMARK, NAME OR ANY OF OUR OTHER INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION, THE LICENSED MATERIALS (COLLECTIVELY, THE "ELITE BENEFITS IP") (OR ANY VARIATIONS OR MISSPELLINGS THEREOF OR OTHER TERM OR TERMS CONFUSINGLY SIMILAR TO ANY OF THE FOREGOING) WITHOUT ELITE BENEFITS'S EXPRESS PRIOR WRITTEN PERMISSION;

(ii) USE ELITE BENEFITS IP IN A DOMAIN OR WEBSITE NAME, IN ANY BIDS FOR KEYWORDS OR GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), IN ANY SEARCH ENGINE ADVERTISING (PAID OR OTHERWISE), IN ANY METATAGS, GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), KEY WORDS, ADVERTISING, SEARCH TERMS, CODE, OR OTHERWISE;



(iii) ACT IN ANY WAY THAT CAUSES OR CREATES OR COULD CAUSE OR CREATE ANY "INITIAL INTEREST CONFUSION" OVER THE USE OF ELITE BENEFITS IP ON THE INTERNET OR IN ANY SEARCH ENGINE ADVERTISING. YOUR USE OF ELITE BENEFITS IP IN ANY MANNER, OTHER THAN AS EXPRESSLY PERMITTED HEREUNDER SHALL CONSTITUTE UNLAWFUL INFRINGEMENT OF ELITE BENEFIT'S INTELLECTUAL PROPERTY RIGHTS, AND MAY SUBJECT YOU TO CLAIMS FOR DAMAGES (INCLUDING POTENTIAL TREBLE DAMAGES FOR KNOWING OR WILFUL INFRINGEMENT), AND THE OBLIGATION TO PAY ELITE BENEFITS'S LEGAL FEES AND COSTS IN CONNECTION WITH ANY ACTION OR PROCEEDING IN WHICH ELITE BENEFITS SEEKS TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT OR WITH REGARD TO ANY OF ELITE BENEFIT'S INTELLECTUAL PROPERTY RIGHTS.

#### **REPRESENTATIONS AND WARRANTIES**

**ELITE** represents and warrants to **BROKER** that **ELITE** will abide by and comply with the Health Insurance Portability and Accountability Act of 1996 with respect to any personal medical information provided to **ELITE** by CUSTOMER and/or a Member.

**BROKER** acknowledges, understands, and agrees that (i) **ELITE** does not actually provide any services or advice directly and that its vendors or other 3<sup>rd</sup> parties are solely responsible for any service or advice provided to the Members; (ii) **ELITE** is only responsible for enabling access to the Services on the terms and conditions of this Agreement; (iii) the Telemed parties providing services in connection with the Services will not treat severe and/or emergency conditions as part of the Services and may recommend that Members visit their primary care physicians, specialists or local facility if deemed appropriate, in the sole and absolute discretion of such physicians; and (iv) when a Member provides prior written permission, physicians providing services in connection with the Services will facilitate continuity of care.

Each party represents and warrants to the other party that (i) it has the full right, power, and authority to enter into and to perform this Agreement; (ii) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action; and (iii) this Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally.

#### **DISCLAIMER OF WARRANTIES**

COMPANY DOES NOT WARRANT THE UNINTERRUPTED OR ERROR- FREE OPERATION OR PROVISION OF THE SERVICES. ALL INFORMATION, MATERIALS, AND SERVICES ARE PROVIDED TO CUSTOMER AND/OR ANY MEMBER "AS IS." EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS, OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE SERVICES.

#### **LIMITATION OF LIABILITY**

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES: ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES SHALL NOT EXCEED THE FEES PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE ONE (1) MONTH PERIOD PRIOR TO THE FIRST OCCURRENCE OF THE APPLICABLE DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, AND/OR LIABILITIES.

#### **INDEMNIFICATION**

Each party (each, the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's owners, officers, directors, members, managers, employees, contractors, representatives, agents, and **BROKER** entities (collectively, the "Indemnified Parties") from and against any third party claims (each, a "Claim") arising out of or in



connection with any breach of this Agreement by the Indemnified Party including, without limitation, a breach of any representation, warranty, covenant, or obligation under this Agreement. The Indemnified Party shall promptly notify the Indemnifying Party in writing of any Claim and shall reasonably cooperate with the Indemnifying Party in the defense of such Claim.

Additionally, **BROKER** agrees to indemnify, defend and hold **ELITE**, its officers, directors, employees, shareholders, agents, successors and permitted assigns (the foregoing, collectively, an "Vendor Indemnified Person"), harmless from and against any and all Losses asserted against, imposed upon, or incurred by any Vendor Indemnified Person resulting from any violation of any Federal, state or local law, statute, ordinance, rule or regulation by **BROKER** or **BROKER'S** agents (including, without limitation, the TSR, TCPA, FCRA, the Federal Telemarketing and Consumer Fraud and Abuse Protection Act, and the other rules and regulations of each of the Federal Communications Commission, the Federal Trade Commission and any other federal, state and local regulatory authority).

#### **FTC AND TCPA COMPLIANCE**

It is the intent of **ELITE** to treat all of our customers fairly. Accordingly, we require all **BROKERS** to comply with applicable laws, regulations and guidelines concerning advertising and marketing if applicable; including without limitation, the [Federal Trade Commission \(FTC\) Endorsement Guides](#), which require that material connections between advertisers and endorsers be disclosed. This means that all **BROKER** Sites (e.g. directories, review/rating websites, blogs, and other websites) and any email or collateral that provide an endorsement or assessment of **ELITE'S** Products and Services must properly disclose the fact that you receive compensation for Referred Customers.

**ELITE** has adopted a TCPA Compliance Policy (the "Policy") to ensure all employees, personnel, **BROKERS**, and lead generators that work with or conduct business with **ELITE** are fully aware of the obligations under the TCPA. Please see [ADDENDUM 1](#) for Complete TCPA Policy and Checklist.

#### **E-MAILS AND PUBLICITY**

**BROKERS** shall not create, publish, transmit or distribute, under any circumstances, any bulk email messages (also known as "SPAM") without prior written consent from **ELITE**, to be granted or denied in **ELITE'S** sole discretion, in each instance. Additionally, **BROKERS** may only send emails containing **ELITE** website Links to people who have previously consented to receiving such communications from you. **BROKERS** failure to abide by this Section 14, the CAN-SPAM Act of 2003, our Anti-Spam Policy, and all applicable laws relating to email communications, in any manner, will be deemed a material breach of this Agreement by you and will result in the forfeiture by you of any and all rights you may have to any commissions and the termination of your participation in the **PROGRAM**.

**ELITE** reserves the right to withhold Commission Fees and cancel the **BROKER** relationship with you should **ELITE** determine, at our sole discretion, that the **BROKER** is not in compliance with the previously mentioned TCPA guide, other FTC regulations or Anti-Spam policy that we deem relevant.

#### **OPT OUT AND UNSUBSCRIBING**

**BROKER** will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests. For the duration of this Agreement, **BROKER** will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

#### **DATA SECURITY**

In addition to the obligations set forth in FTC and TCPA Compliance and [ADDENDUM 1](#), **BROKERS** shall comply with all applicable data protection laws regarding the transmission of data exported to or from the United States or the country in which **BROKER** resides, including without limitation, the General Data Protection Regulation 2016/679 of European Parliament and of the Council of 27 April 2016 (the "GDPR").



**BROKER**, as a controller under the GDPR, shall also implement appropriate technical measures to ensure a level of security appropriate to the risk, taking into account the nature, scope, context, and purpose of processing any personal data. **BROKER** agrees to promptly assist **ELITE** in complying with any data subject rights request under the GDPR that **ELITE** may receive from any individuals referred to **ELITE** by **BROKER**. **BROKER** further agrees to promptly assist **ELITE** in complying with any duties to cooperate with supervisory authorities under the GDPR.

## **GENERAL TERMS**

This **AGREEMENT** is the entire agreement between **ELITE** and **BROKER** and supersedes any prior understandings or written or oral agreements between **ELITE** and **BROKER** with respect to the subject matter of this **AGREEMENT**. No waiver of a breach of any provision of this **AGREEMENT** by any party shall be construed as a waiver of a subsequent breach of the same or any other provision of this **AGREEMENT**. The invalidity of any provision of this **AGREEMENT** shall not affect the enforceability of the remaining **AGREEMENT** or any other provision of the **AGREEMENT**. All exhibits and schedules to this Agreement are true, correct, and are hereby incorporated into by reference and made a part of this Agreement. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by **ELITE** and **BROKER** and their successors and assigns. This Agreement shall not be construed to give any person other than **ELITE** and the **BROKER** any legal or equitable right, remedy or claim under or with respect to this Agreement. This Agreement may only be amended or changed pursuant to a written document duly executed by both **ELITE** and **BROKER**.

## **DISPUTE RESOLUTION**

Except as otherwise specifically set forth in this Agreement, the parties hereby agree to resolve any and all controversies, claims and/or disputes arising out of this Agreement (each, a "Dispute") solely pursuant to the terms of this Section.

Management Resolution. All Disputes shall first be referred to the parties' authorized representatives for discussion and resolution of the Dispute ("Management Resolution"), which representatives are the individuals who have executed this Agreement on behalf of their party.

Arbitration If Management Resolution fails to resolve the Dispute, then the Dispute shall be resolved by final, binding arbitration ("Arbitration") administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules. In the event of any Arbitration, action to compel Arbitration, action to enforce an Arbitration award or action to seek injunctive relief pursuant to this Agreement, the prevailing party in such proceeding shall be entitled to an award of their reasonable attorneys' fees and costs for each such proceeding, including the Arbitration, trial and for all levels of appeal.

Governing Law; Venue; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of Florida (without giving effect to principles of conflicts of laws). For any action to compel Arbitration, enforce an Arbitration award or seek injunctive relief pursuant to this Agreement, the parties hereby expressly consent to the (i) venue of **Hillsborough County, Tampa, FL., USA**, and each party hereby expressly waives any objection to such venue based upon *forum non-conveniens* or otherwise; and (ii) jurisdiction of the state and/or federal courts in and/or for **Hillsborough County, Tampa, FL, USA**.

Injunctive Relief; Cumulative Remedies. Each party acknowledges and agrees that a violation or breach of any of the ownership or non-disclosure provision of this Agreement could cause irreparable harm to the non-breaching party for which monetary damages may be difficult to ascertain or an inadequate remedy. Therefore, each party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of the ownership or non-disclosure provisions of this Agreement, and each party hereby expressly waives any objection, in any such equitable action, that the other party may have an adequate remedy at law. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.





## ADDENDUM 1

### TELEPHONE CONSUMER PROTECTION ACT (“TCPA”) COMPLIANCE POLICY

Effective October 16, 2013, the Federal Communication Commission (“FCC”) amendments to the Telephone Consumer Protection Act (“TCPA”) imposed additional prohibitions on the use of auto dialers, pre-recorded calls, and/or text messages sent or made in furtherance of marketing or sales calls to consumers’ wireless (cellular) telephones, as well as prohibitions relating to the use of auto dialers and/or pre-recorded calls made to residential land lines.

#### **Existing Business Relationship DOES NOT preclude Compliance with TCPA:**

Regardless of whether **BROKER** has first received an inquiry or has an existing business relationship with a consumer, effective October 16, 2013, no auto-dialed calls or text messages may be sent to consumers’ wireless telephones without first obtaining express written consent. Marketing and sales calls that are commonly referred to as “robo-calls” and involve pre-recorded messages, have long been prohibited and should continue to be avoided. Prior to dialing any consumer’s wireless telephone number using an auto-dialer, it is first mandatory to obtain prior Express Written Consent.

To be clear, an autodialed call is a phone call, involving a live person or pre-recorded message, that is placed using an “auto dialer,” or automatic telephone dialing system, that can produce, store or call telephone numbers using a random or sequential number generator. The auto dialer definition should be broadly construed in an effort to avoid unwanted litigation and regulatory action. In fact, a number of courts have started to interpret the auto dialer definition in the broadest possible sense.

**Manually dialed calls to wireless numbers, which do not contain pre-recorded messages, are exempt from the TCPA and are not subject to the requirements detailed herein.**

#### **EXPRESS WRITTEN CONSENT:**

**ELITE, BROKERS**, and any lead generators sharing leads with Elite Benefits must obtain prior Express Written Consent from the consumer allowing permission to place autodialed calls, provide pre-recorded messages as well as text/SMS message to the consumer at the number provided by the consumer.

**Consumer consent must be unambiguous**, meaning that the consumer must receive a clear and conspicuous disclosure, on all advertisements, websites, interest submissions, and the like, prior to the consumer clicking “Submit” on any advertisement for information or lead generating website.

Specifically, in an area near the “Submit” button, there will be a box for the consumer to check as having read and understood, with language similar to the following example:

- By checking the box, I hereby agree to the receipt of future calls delivered using an auto dialer and/or pre-recorded telemarketing messages on behalf of **ELITE/BROKER** at the number provided above. I expressly consent and request to receive calls and text/SMS messages from the company and waive any prior No Call registrations for the purposes of these calls. Standard text message rates will apply. I also understand that my consent to such contact is not a condition of purchase.

**The checkbox and phone number should not be pre-populated and the consumer’s phone number will appear on the same page as the Express Written Consent.**

#### **How Express Written Consent is Obtained:**

Express Consent may be written on paper or obtained electronically online, and compliance with the E-SIGN Act satisfies



this requirement. If Express Written Consent is obtained via electronic signatures, **ELITE, BROKERS**, or its lead generator will capture proof of same such as an IP Address, website pages that contain consumer consent language and fields, associated screenshot of the consent webpage as seen by the consumer where the phone number was inputted, complete data record submitted by the consumer (with time and date stamp), other identification sources sufficient to substantiate that Express Written Consent was indeed obtained from the consumer and/or Screen Shots for the lead.

All collected information must be retained for a minimum of four (4) years from the date of last contact with its respective consumer.

All websites must have accurate and current terms and conditions as well as privacy policies consistent with federal law. They must also contain full customer service contact information.

#### **Opt-out for Consumers:**

[For permissible pre-recorded message calls.]

Once **ELITE/BROKER**/or lead generator has obtained prior Express Written Consent to contact a consumer via autodialed with pre-recorded messages, **ELITE/BROKER**/or lead generator will, at the beginning of all artificial or prerecorded message calls:

1. identify the entity responsible for initiating the call (including the legal name under which the entity is registered to operate—this name should match with the opt-in), and
2. during or after the message, provide a telephone number that consumers may call during regular business hours to make a company-specific do-not-call request.

**ELITE/BROKER**/or lead generator must provide an interactive opt-out mechanism that is announced at the outset of the autodialed or pre-recorded message, and is available throughout the duration of the call. In addition, the opt-out mechanism, when invoked by the consumer, must automatically add the consumer's number to the do-not-call list and immediately disconnect the call. **BROKER** must immediately advise any lead generators that the consumer has opted out of receiving future communications so that the consumer is not contacted in the future for **ELITE/BROKER's** benefit unless the consumer opts in again.

Where a call could be answered by the consumer's answering machine or voicemail service, the message must also include a toll-free number that enables the consumer to subsequently call back and connect directly to an autodialed opt-out mechanism.

#### **Abandoned Calls:**

An outbound telemarketing telephone call is considered "abandoned" if the consumer answers the telephone and the caller does not connect the call to a sales representative within two seconds of the consumer's completed greeting.

**ELITE/BROKER**/or lead generator places telephone calls that deliver an interactive IVR message, it must still ensure that its system works properly and begins delivering the recording within 2 seconds of the consumer answering. **ELITE/BROKER**/or lead generator must employ technology that ensures abandonment of *no more than three percent of all calls answered by a person (rather than by an answering machine) for the duration of a single calling campaign, if the campaign is less than 30 days, or separately over each successive 30-day period or portion thereof during which the calling campaign continues.*

Whenever a live sales representative is not available to speak with the person answering the call, within two (2) seconds after the consumer's completed greeting, **ELITE/BROKER**/or lead generator must provide:

(A) A prerecorded identification and opt-out message that is limited to disclosing that the call was for "telemarketing



purposes” and states the name of the business or entity on whose behalf the call was placed, and a telephone number for such business or entity that permits the called person to make a do-not-call request during regular business hours for the duration of the telemarketing campaign; provided, that, such telephone number may not be a 900 number or any other number for which charges exceed local or long distance transmission charges, and

(B) An automated, interactive voice- and/or key press-activated opt-out mechanism that enables the consumer to make a do-not-call request prior to terminating the call, including brief explanatory instructions on how to use such mechanism. When the consumer elects to opt-out using such mechanism, the mechanism must automatically record the called person’s number to the seller’s do-not-call list and immediately terminate the call.

Pursuant to the TCPA, a call for telemarketing purposes that delivers an artificial or prerecorded voice message to a residential telephone line, or to any of the lines or telephone numbers described herein, *after the subscriber to such line has granted prior express written consent for the call to be made*, shall not be considered an abandoned call if the message begins within two (2) seconds of the consumer’s completed greeting.

**Messaging:**

To the extent that **ELITE/BROKER** or its lead generator sends text/SMS messages after receiving the appropriate opt-in, it will identify itself as the sender at the inception of a message and provide a means of opting out.

**Proof of Opt-In:**

All **BROKERS** and lead generators which intend to continue their business relationship with **ELITE** must submit samples of opt-in screenshots and verbiage to **ELITE** when requested, as well as sample proof of consent.

**Penalties for Non-Compliance:**

The TCPA provides for either actual damages or statutory damages ranging from \$500.00 to \$1,500.00 per unsolicited call or message.

**ELITE** has implemented approved internal policies, procedures and controls to ensure compliance with the TCPA. **ELITE** will not engage in business relationships with non-compliant **BROKERS/** lead generation companies.



## TCPA COMPLIANCE CHECKLIST

1. **Obtain prior express written consent from the owner of the telephone number (based on clear and conspicuous disclosure) for all telephone numbers to be called/texted, or sent pre-recorded messages.**

**Sample on-line consents:**

**Sample 1:** I expressly agree to be contacted and marketed by telephone on my landline and/or cell phone by Elite Benefits (“ELITE”) irrespective of whether my telephone number appears on any state of federal “Do Not Call” lists. I further agree that ELITE may use a computerized or automatic telephone dialing system to contact me via telephone or SMS text and may use a pre-recorded message when contacting me via telephone. I understand that my consent to be contacted is not a requirement to purchase any goods or services from anyone or any company. I understand that standard cellular rates may apply.

- Yes I agree to the above.
- No I do not agree to the above.

**Sample 2:** Immediately above the “Submit” button, between where the consumer enters his/her contact info, including telephone number, there would be similar language as above. Such disclosure must be readily visible (clear and conspicuous) so that a consumer could in no way say that he/she did not see it. By bolding the couple of phrases below, it would more likely draw the consumer’s attention so that it would be hard for them to say they didn’t notice what they were agreeing to. Below, you can list the lead generator as the company and then have a link with ELITE’s name as part of “marketing partners”.

By clicking “Submit”, I hereby agree to the receipt of future calls delivered using an auto dialer and/or pre-recorded telemarketing messages on behalf of (Elite Benefits) and its marketing partners at the number provided above. I expressly consent and request to receive marketing calls and text/SMS messages from the **[company/companies]** and waive any prior No Call registrations for the purposes of these calls. Standard text message rates will apply. I also understand that my consent is not a condition of purchase.

**Sample 3:** Add an unchecked box that is required to be checked in order for company to be able to submit their information electronically. It will have working links and state, “By submitting the above information, I am authorized on behalf of the above company to consent to the [Terms and Conditions](#) as well as the [Privacy Policy](#) on this site, including the agreement to being contacted.”

**Include in the Terms and Conditions the following:**

**SMS, AUTO DIALED AND PRE-RECORDED CALLS** By contacting Elite Benefits (“ELITE”) online at [*insert applicable website*] and sharing your telephone number with ELITE by clicking “Submit” you expressly request to receive information and solicitations via telephone call, email and text/SMS message (including through the use of an automatic telephone dialing system or artificial/prerecorded voice, SMS or MMS (text) messages to the telephone number provided, even if your telephone number(s) is/are currently listed on any state, federal or corporate Do Not Call list). Consent is not a requirement to purchasing the goods or services that ELITE is offering. Standard text message rates and cellular data charges apply. You may opt-out by replying “stop” to any message you receive.

**Sample 4 (verbal consent):** Sample verbal consent (be sure that the consumer is advised from the get-go that the call is being recorded):

Mr./Ms. \_\_\_\_\_, can I call or text you at [*telephone number*] to follow-up? To reach you most efficiently, we would use an auto dialer or prerecorded message and may send you text/SMS messages. Your agreement to being contacted in such a manner is not a requirement to purchase anything and standard message rates apply. Is that ok?”



*It is important to include the name and telephone number of the individual. Proof of the consent must be retained for 4 years (i.e. the date and time of the call, the caller i.d. of the person opting in, and the recording, itself. Ensure that it is maintained in an easily accessible manner).*

**2. Retain proof of all express written consent for 4 years.**

- a. If captured via on-line acceptance, must capture name, number, date, IP address and retain copy of website from the date of the consent. Must also be able to demonstrate that the information could not be captured unless the computer user actively clicked on the “Yes I agree to the above” button or some other button accepting the terms.
- b. If captured via physical document that the individual/company filled out, must retain the document.
- c. If captured telephonically, the recording must be saved and easily located.

**3. Outbound calls must comport with Call Abandonment Laws.**

**a. *Call Abandonment Message***

- i. Call abandonment message states the name and telephone number of the seller on whose behalf the call was placed whenever a live sales representative (or IVR recording) is unavailable within two seconds of a live person answering the call
- ii. An automated opt-out mechanism is provided in all call abandonment messages across all telemarketing campaigns
- iii. Dialer is capable to immediately process automated DNC requests
- iv. All DNC requests are added to the internal DNC list where they remain for a minimum of 5 years

**b. *Call Abandonment Rate***

- i. The dialer is set to abandon no more than 3% of all calls per 30 days per campaign
- ii. The dialer is set to allow the telephone to ring for 15 seconds or four rings before disconnecting
- iii. Records documenting adherence to the call abandonment requirements are maintained for a minimum of 5 years
- iv. The call abandonment rate is calculated by: (Total number of calls abandoned) divided by (The total number of calls answered by a live agent + total abandoned calls)



## ADDENDUM 2

### DESCRIPTION OF ELITE BENEFITS SERVICES

#### DESCRIPTION OF SERVICES (*SERVICES WILL VARY BASED ON PACKAGE COMPONENTS SELECTED*):

##### **ELITE TELEMEDICINE 24/7\***

Members enjoy on-demand access to MDLIVE's Telemedicine services with no co-pays, deductibles or per-call charges; along with account support, administration and product education.

#### MDLIVE SERVICES INCLUDE:

- i. Access to licensed physicians to provide non-emergent medical consultations ("Consultations"). The physicians diagnose the patient's ailment, recommend therapy, and if necessary and where appropriate, write a Non DEA controlled prescription. The Program is designed to provide cross-coverage physician access in the states where Members live and travel.
- ii. The method of delivering Consultations by the physicians under the Program may be over the telephone, Internet, or any other telecommunication device or network.
- iii. Each physician shall be appropriately licensed and/or certified to practice in their respective healthcare professions. Furthermore, Provider and all associated physicians shall be technologically proficient and trained in telemedicine. Physician consultations under the Program are not delivered by Internet questionnaires.
- iv. It is understood by the Parties that MDLIVE does not exercise control or direction over the means, methods, or manner by which the licensed physicians exercise professional judgment in the provision of medicine provided through the Program and in accordance with this Agreement. The licensed physicians provide services based on their sole professional judgment. It is further understood that the licensed physicians will not prescribe any Drug Enforcement Agency (DEA) controlled substances or narcotics and operates subject to state regulations. MDLIVE is not required to guarantee that the Member will receive a prescription.
- v. Each licensed physician will prepare and maintain medical records in accordance with all applicable federal, state and local laws and regulations, including the requirements of each governing board where the licensed physician is licensed and/or certified. All medical records pertaining to the provision of Services through the Program shall be the property of the applicable physician.
- vi. Only Members who have completed the necessary steps to create the legally mandated doctor / patient relationship (as described herein) will be eligible to receive Consultations under the Program. Those steps include:
  - vii. Completing a comprehensive medical history disclosure, either in paper form, online or by telephone with a designated representative of the Program. In the event a Member fails to complete the medical history disclosure, that Member will not have access to Provider's physicians and MDLIVE will so advise the Member when he/she accesses the service.
  - viii. Agreeing to MDLIVE's Informed Patient Consent and Release Form confirming an understanding that the Provider is not obligated to accept Member as a patient, and that Member's eligibility under the Program may be cancelled by MDLIVE at any time without recourse by the Member.
- ix. Provide and maintain an adequate system, forms and other resources for Members to: (a) complete the required medical history disclosure online, and (b) access and agree to MDLIVE's Informed Patient Consent and Release Form.

\* All programs, services and program features are subject to change. The Membership Services may be used by the Member and his/her immediate family members. "Immediate family members" are the Member's spouse and children whose legal address is the same as the Members (up to 5 individuals).



## ELITE ID PROTECT \* - IDENTITY PROTECTION & RECOVERY PROGRAM WITH \$1M INSURANCE POLICY

- i. **Identity Risk Score** - Validates the member's information against hundreds of billions of records to provide a real time risk assessment score to help the member identify if they are currently a victim of ID theft or in the beginning stages of having their identity stolen. Our monitoring methodology proactively searches financial and non-financial data bases looking for suspicious activity that could indicate the beginning steps of identity theft. Examples of these data bases are: credit bureaus, financial institutions, real property records, white and yellow pages, cell phone records, social networks, fraud databases, and thousands of other databases.
- ii. **Identity Theft Alert Notification Service** - If we find potentially fraudulent activity through our monitoring, we place a personal call to the member to discuss the suspicious activity. If we find that the suspicious activity is potentially fraudulent, we work with the member and take the steps necessary to protect their identity. If they recognize the activity and it is not fraudulent, we update their file.
- iii. **Identity Restoration Service** - Fully managed service that takes over the restoration process on the member's behalf once they have been given the authority to do so. Additionally, if the member requires an attorney or credit counseling, they offer these services to help:
- iv. **Legal Free Consultations** - Members are entitled to a free 60-minute consultation with an attorney on each new issue involving theft of their identity. After the initial consultation, the participating attorney may be retained at a rate reduction of 25% off of the attorney's standard hourly or fixed fee rates.
- v. **Financial Coaching Free Consultation** - Receive up to a 60-minute telephone consultation with a Certified Credit and Financial Counselor. Counselors are in-house financial professionals who can assist with credit counseling, restoration strategies, credit report analysis and tax planning, all of which may have been seriously impacted by identity theft. Counselors do not sell services or products; only objective, independent solutions unique to the member's circumstances are provided.
- vi. **Lost Wallet Service** - A Fraud Resolution Specialists can assist members with canceling affected credit cards and bank accounts, having new cards issued, and even placing a fraud alert with the credit reporting agencies. This service is provided through the use of multi-party phone calls so no registration of accounts are necessary.
- vii. **\$1,000,000 ID Theft Insurance Policy With No Deductible\*\*** - Covers a member's lost wages (up to \$1,500 per week for a maximum of five weeks), legal defense fees and expenses, cost for refilling loan applications, cost for notarizing documents, long distance calls and postage, and unauthorized electronic fund transfers (occurrence based component – member must be an active member at time of theft).
- viii. **Quarterly News Letter** - Being educated about the dangers of ID theft is a key ingredient for identity theft prevention. We make available to our members a quarterly electronic newsletter that provides helpful and timely information about identity theft issues.
- ix. **All Safe Email** - A monthly email (or opt-in text) is sent to members reinforcing the fact that their identity is being monitored and protected on a continuing basis.
- x. **Personal Secure Center** – Allows members to build their profile, select a username and password, view their Risk Assessment Score and access the many program optional services:
- xi. **Identity Authentication** -To help protect the member's identity when establishing online access they are asked a few simple multiple choice questions regarding their identity. Their answers are confidential and they will not be asked to provide their Social Security Number or date of birth.
  1. **Optional Account Activity Alerts** - This complementary service protects against account takeovers, setting up new bank accounts or credit cards, account related address change attempts, password changes for financial institutions and brokerage accounts, attempting to access your health insurance portal and a number of other high risk transactions.
  2. **Internet Privacy Scanning** – This complementary service scans the Internet to find exposed personal information, including phone numbers, birth dates, physical addresses, email addresses, and more. Then we help members remove that data from the websites that posted it online.
  3. **Free Credit Report Reminder Service** – Reminder Identity Alert email set out every 4 months. Automatically rotates and tracks credit bureau requests.
  4. **Credit Card & Insurance offer opt-out service** - Members can click on a link to Opt-Out of firm offers of credit or insurance.



5. **Child Protect Service** - Child Safe Service provides enhanced detection of whether a child's social security number is being used.
6. **Social Security Statement** – Access a link to request a copy of your Social Security Statement when available from the Government.

\* All programs, services and program features are subject to change. Eligible family members include you, your spouse and all your dependents up to and including age 25 that live at your address or that are students living away at college. Some benefits may not be available in your area.

\*\* Identity Theft Insurance underwritten by insurance company subsidiaries or BROKERS of American International Group, Inc. The description herein is a summary and intended for informational purposes only and does not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for terms, conditions and exclusions of coverage. Coverage may not be available in all jurisdictions.

### **ELITE TRAVEL SAVINGS\***

Members Save Big On Travel with the following travel related services:

- i. Airfare Booking Program
- ii. Luxury Resorts Program
- iii. Cruise Planning Program
- iv. Automobile Rental Program
- v. Houseboat Accommodation Program
- vi. Discount Hotel Program

\* All programs, services and program features are subject to change. Applicable discounts and participating firms may change from time to time. The Membership Services may be used by the Member and his/her immediate family members. "Immediate family members" are the Member's spouse and children whose legal address is the same as the Members.

### **ELITE AUTO SAVINGS\***

An automotive care and savings program that includes complimentary 24-hour nationwide assistance when your members break down on the road. Our benefits include automotive savings, travel savings, legal savings, and concierge service; along with roadside assistance that includes towing, minor roadside adjustments, flat tire service, emergency fuel supply, lockout service and reimbursement, plus much more!

- Concierge service available 24/7 to assist in situations ranging from dining recommendations, golf courses, special event tickets and much more.
- Discounts on 8 commonly used legal services such as traffic ticket defense, name change, bankruptcy, simple divorce, etc.
- Discounts on auto rentals from Alamo, Budget, Dollar, Hertz, National and Thrifty.
- Towing from the point of disablement.
- A flat tire will be changed with a spare tire.
- Battery jump and minor roadside adjustments.
- Emergency fuel supply will be delivered.
- If the vehicle is stuck, service will be provided to tow or winch the vehicle.
- Locked or lost keys, we make arrangements.
- Discounts at Firestone, Complete Auto Care, TiresPlus, ExpertTire and Wheel Works.
- Save up to \$1,000 on a new car purchase.
- Discounts at Tire Kingdom®, NTB - National Tire and Battery®, Merchant's Tire, Auto Centers® and most Big O Tires' stores.





- Save up to 30% on name brand tires and rims.
- Request a valuable used car analysis.
- Access to hotel discounts from thousands of properties worldwide.

\* All programs, services and program features are subject to change. Applicable discounts and participating firms may change from time to time. The Membership Services may be used by the Member and his/her immediate family members. "Immediate family members" are the Member's spouse and children whose legal address is the same as the Members.

### ELITE RETAIL SAVINGS\*

Provides members with instant savings across the country with our Mobile App, or by visiting our local and national merchant networks online! Members can save up to thousands of dollars on dining, local attractions, gift cards, groceries, shopping and more! Plus, members are guaranteed the lowest price with a "double the difference back" guarantee. And, it extends the warranty on any discount merchandise items purchased for up to one extra year. Member benefits include:

- National Merchant Network** – Save lots of money on popular categories such as dining at over 100,000 restaurants nationwide, local attractions, health & wellness, travel & entertainment, electronics and much more!
- Discount Gift Cards** – Enjoy steep savings on a wide variety of Gift cards and certificates for Health & Beauty, Apparel, Auto, Dining, Travel & Entertainment, and more!
- Free Grocery and Restaurant Coupons** – Our coupon program can save members up to \$100.00 each month on groceries and dining (Save up to \$1,200 annually)!
- Cash Rebates Mall (Members Play Games to Win Prizes)** – Shop at over 1,100 online retail stores through one easy-to-use online shopping portal and get cash back with every purchase! Our downloadable tool bar allows a normal browser to recognize program deals and always makes sure you checkout with a discount.
- Discount Merchandise** – Enjoy 'Double-the-Difference' Low Price Guarantee prices and extend the manufacturer's warranty on a wide selection of merchandise purchased online or by phone!

\* All programs, services and program features are subject to change. Applicable discounts and participating firms may change from time to time. The Fulfillment Services may be used by the Member and his immediate family members. "Immediate family members" are the Member's spouse and children whose legal address is the same as the Members'.

### TECH COACH EXPERTS\*

Provides 24/7 support for computers and electronic devices to protect against the costly and time-consuming frustrations caused by nasty viruses, confusing software errors, and expensive hardware issues. The professionally trained staff provide expert insight and hands-on assistance, ensuring that members' devices run as efficiently and as fast as possible. Member Benefits may include:

- Computer Configuration and Optimization** – Remove manufacturer "bloatware" & optimize performance settings to maximize efficiency.
- Computer Protection** – Install the best antivirus and antispyware as well as configure automatic scans for malware and viruses to help prevent loss of data, slowing computer speeds and breach of personal information.
- Technical Advice and Consulting** – Provide monthly tech tips, troubleshoot connections, utilization, software installations, and research options for new and replacement devices.
- Mobile Device Support** – Mobile devices are at the heart of almost everything these days. Tech coaches will answer questions and provide tips on how members can use mobile devices to the fullest as part of their daily life.



- v. **Scheduled Appointments** – Tech Coach offers the flexibility to request a consultation at a time most convenient for them.
- vi. **Coordination of Local Support** – In the event that onsite local support is required, Tech Coaches will assist to ensure that members receive the same level of excellent service from the outside technician.

\* All programs, services and program features are subject to change. Applicable discounts and participating firms may change from time to time. The Fulfillment Services may be used by the Member and his immediate family members. "Immediate family members" are the Member's spouse and children whose legal address is the same as the Members'.