

## VAULT DIRECT MEMBERSHIP TERMS AND CONDITIONS

The following terms and conditions of this Membership Agreement govern the **Vault Direct** Membership Program ("Program") provided to members of the Program by **Elite Data LP** ("**COMPANY**"). By accepting enrollment in the Program, you are agreeing to the terms of this Agreement.

1. Description of Benefits. Each Member is entitled to receive the Membership Benefits Services ("Services") as set forth in the Membership Kit including access to Services provided by participating third party providers ("Provider(s)"). The Services are subject to change, modification, or substitution at any time without notice to the Member. In order to receive Services, a Member must access the services as instructed within the Membership Kit and/or through the Membership Website. Members must pay Provider directly at time of Service unless otherwise agreed upon between Provider and Member. Provider pricing displayed on the Membership Website is not guaranteed and is subject to change at the sole discretion of the Provider.

2. Membership Term. Once the Program Membership Fee (if applicable) and any enrollment fee (if applicable) is paid, a Member shall be entitled to all Services for the Membership Term the Member selects at the time of enrollment commencing on the date of **COMPANY's** receipt of the enrollment. Members may select from Membership Terms offered at the time of enrollment.

### **Membership term shall be monthly unless otherwise selected at the time of enrollment.**

3. Automatic Renewal of Membership Term. At the conclusion of the Membership Term, membership in the Program will be renewed automatically and the Membership Fee for an additional term will be charged directly against the Member's checking account, credit card account or as otherwise directed by the Member at the time of enrollment, as applicable unless the Member notifies **COMPANY** or their designated administrator by providing written notification prior to the new Membership Term that he/she wishes to cancel his/her membership in the Program.

4. Cancellation and Refund Option. If, for any reason, a Member is not satisfied with the Program and wishes to terminate his/her membership, the Member may cancel the membership by notifying **COMPANY** or their designated administrator in writing or by telephoning a Program representative. Membership in the Program shall terminate on the date that **COMPANY** or their designated administrator receives written notice of cancellation. Cancellations within the first 30 days of Membership may be eligible for refund. Any enrollment fees collected at the time of enrollment are not refundable unless mandated by law.

5. Membership Payment/Billing. Unless payment is made by check (other than a direct debit) or payroll deduction through the member's employer, payment of the initial Membership Fee and any renewal Membership Fee is made automatically by a direct charge against the Member's checking account or credit card account (depending on the payment option authorized by the Member) for the full amount of the Membership Fee for the Membership Term. Members who chose to pay Membership Fees by a direct charge against the Member's checking account or credit card account, may not receive notice from **COMPANY** of a Membership Fee payment due; rather, the Member will be notified of the billing in his/her checking account or credit card statement. Each Member hereby authorizes **COMPANY** and their designated administrator to bill and receive payment for the Program Membership Fee as explained in this Agreement. **COMPANY** reserves the right to increase the Membership Fee for a future Membership Term, in which case the Member will be notified and the increased Membership Fee will be effective upon renewal of the Program membership.

6. Member Representations and Acknowledgements. In return for the Services available under the Program, the Member makes the following representations and acknowledgements:

(a) Member has read this Agreement carefully, understands the Program, and understands the various billing methods for payment of the Membership Fee.

(b) Member may cancel his/her Program membership at any time before the conclusion of the Membership Term and will be entitled to a refund subject to the terms of Paragraph 4 of this Agreement.

(c) Unless the Member cancels his/her membership in accordance with Paragraph 3 or 4 of this Agreement, the Program membership will be automatically renewed on the first day following the conclusion of a Membership Term, and payment of the Program Membership Fee for the new Membership Term will be made by a debit to his/her checking account or credit card account unless payment was made by check (other than a direct debit) or payroll deduction. If the payment was made by check, Member will receive a bill for the Membership Fee.

(d) Membership in the Program and benefits thereunder are not assignable without the express written consent of **COMPANY**. Member agrees that he/she will use his/her Program membership only for his/her personal benefit or for the benefit of his/her Household Members. "Household Members" are family members living with you or family members not living with you that are financially dependent upon you. A Member's violation of this paragraph 6(d) will result in immediate termination of the Program Membership.

(e) Member acknowledges that **COMPANY** bears no responsibility for the payment of (or contribution to) any use or sales tax which may be imposed by any state or federal taxing authority on the Services provided under the Program. Payment of such taxes, to the extent imposed, shall remain the sole responsibility of the Member or the direct Provider of the Services, as applicable.

(f) Member understands that Member is responsible for paying Providers for Services rendered at time of Service unless otherwise agreed upon by Member and Provider.

(g) Member understands that Provider pricing displayed on the Membership Website is not guaranteed and is subject to change at the sole discretion of the Provider.

(h) Member understands and agrees that all Providers and/or vendors are independent contractors, and that **COMPANY** in no way is responsible for the Services provided by a Provider or vendor.

(i) Member understands and agrees that the Program is not insurance and it may not reduce deductibles, co-payments or other out of pocket expenses for services that are covered by insurance.

7. Disclaimer of Warranties. **COMPANY** is not a merchant, manufacturer, or a direct Provider of the Services available to Members. ACCORDINGLY, **COMPANY** GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, FOR ANY SERVICES OR MERCHANDISE PURCHASED OR RECEIVED BY A MEMBER FROM A PROVIDER OR VENDOR THROUGH HIS/HER MEMBERSHIP IN THE PROGRAM. MEMBER ACKNOWLEDGES THAT HE/SHE IS NOT RELYING ON **COMPANY's** SKILL OR JUDGEMENT IN SELECTING A PROVIDER OR VENDOR FOR THE SERVICES AVAILABLE TO MEMBERS. In the event any product or Service purchased or received by a Member is canceled, modified, defective, or otherwise unsatisfactory to the Member, the Member will look solely to the Provider, Seller, Merchant, or Manufacturer of the product or Service for any repair, exchange, refund, or satisfaction of claim. It is further understood that all Services requested are subject to the availability of such Services and any information provided to the Member is subject to change without notice.

8. General Release. Each Member, for himself/herself, and on behalf of any Household Member who uses the Services under the Program membership ("Membership Beneficiary"), hereby forever releases, acquits and discharges **COMPANY** and their designated administrator and their employees, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action that such Member, Member Beneficiary or Member's legal representative(s) may have by reason of any monetary damage or personal injury sustained as a result of or during the cause of the use of any and all Services under the Program. The sole recourse available to a Member, Member Beneficiary or Member's legal representative(s) against **COMPANY** and their designated administrator shall be cancellation of the Program membership as provided in Paragraph 3 and any refund available as provided in Paragraph 4.

9. Notices. Any and all notices, consents, approvals, requests, and other written communications given or required under the terms of this Agreement shall be deemed to have been duly given and served when sent by email, U.S. Postal mail, postage prepaid and addressed to the Member, at the address provided by the Member or by posting a notice on the Membership Website or within the members section of the **COMPANY** or Program website.
10. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with regard to membership in the Program. No representations, inducements, promises or agreements, or otherwise, shall be of any force or effect. The validity or unenforceability of any term of this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement. Member Acknowledges that **THE PROGRAM IS NOT INSURANCE. THE PROGRAM IS NOT "A MEDICARE PRESCRIPTION DRUG PLAN"**.
11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective successors and permitted assigns.
12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina regardless of any application of principles regarding conflicts of laws.
13. Headings. The headings or captions provided throughout this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.
14. Amendment. This Agreement may be amended only by a writing executed by the parties.
15. Waiver of Breach. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

#### **Electronic Signature Consent**

You are enrolling into Program using electronic processes, which will include the use of electronic records and electronic signatures. **COMPANY** and their designated administrator are required by law to provide you with certain disclosures and information about your enrollment ("Required Information"). With your consent, **COMPANY** and their designated administrator can deliver Required Information to you electronically. You should print or download the Required Information and keep it for your records. Your consent also permits the general use of electronic records and electronic signatures in connection with your enrollment. This notice contains important information that you are entitled to receive before you consent to electronic enrollment.

#### **PLEASE READ THIS NOTICE CAREFULLY AND PRINT OR DOWNLOAD A COPY FOR YOUR FILES.**

By electronically signing this document, you consent to the use of electronic transactions and electronic signatures on this Web Site, and receipt of electronic versions of certain records. In addition, you agree to be bound by any consent or agreement you make or transmit through the internet or this Web site, including but not limited to any consent you give to receive records or communications from us solely through electronic transmission. You agree that, by using this site, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature. You are entitled to receive Required Information on paper, but if you do not consent to electronic delivery of Required Information, **COMPANY** and their designated administrator cannot proceed with the acceptance and processing of your electronic enrollment. If you consent to electronic delivery of Required Information, you may withdraw that consent at any time. However, if you withdraw your consent, **COMPANY** and their designated administrator will not be able to continue processing your enrollment electronically. You may, however, enroll by using an **COMPANY** paper hardcopy enrollment, but this may delay completion of the enrollment process. If you consent to electronic disclosures, that consent applies to all Required Information that **COMPANY** and their designated administrator gives you or receives from you in connection with your enrollment and the associated disclosures, and other documents. You agree to print out or download Required Information when **COMPANY** and their designated administrator advise you to do so and keep it for your records. If you have any trouble printing out or downloading any Required Information, you may call **COMPANY** or their designated administrator. If you need to update your e-mail address or other contact information with **COMPANY**, wish to withdraw your consent to electronic disclosures, or wish to obtain a paper copy of the Required Information after submitting your enrollment, you may do so by contacting **COMPANY** or their designated administrator at the contact address or telephone number provided. Please contact **COMPANY** or their designated administrator immediately if any of your contact information changes. There may be an additional charge for receiving paper copies of any information that you request. In order to electronically review and sign your membership enrollment, you will need to satisfy certain computer hardware and software requirements. These minimum operating system requirements are: Browsers: Internet Explorer or Mozilla Firefox; Adobe Reader. If you do not have the required software and/or hardware, or if you do not wish to use electronic enrollment, you can request that **COMPANY** or their designated administrator send paper copies of the enrollment document(s) to you instead. **COMPANY** and their designated administrator may require that certain communications from you be delivered to them on paper at a specified address.

#### **Statement of Consent**

I have read the information about the use of electronic records, disclosures, notices, and email, and consent to the use of electronic records for the delivery of Required Information in connection with my Program enrollment. I have been able to view, download and print this enrollment information using my computer and software. I have an account with an Internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in connection with my membership enrollment with **COMPANY** in place of written documents and handwritten signatures. I am consenting on behalf of all joint applicants identified in the enrollment process. I am authorized to consent on their behalf.

**Vault Direct: 888-424-4186**