

TERMS & CONDITIONS

Thank you for joining The PREMIUM Club "Program". "We", "us", and "our" means CAPITAL Enhancement Services, LLC. "You" or "your" means the person enrolled in The PREMIUM Club. "Supplier" means any person or company (not us) who supplies or provides a program related product or service to you. "Bank" means the issuer of your credit card to which The PREMIUM Club membership fees are billed.

This Agreement defines the terms and conditions of The PREMIUM Club. By enrolling in the Program, you agree to these terms and conditions. The terms and conditions may be amended from time to time and you will be notified of any significant changes.

General Terms and Conditions about The PREMIUM Club

You will find many brand name products and services (Services) available through the program. The suppliers and services were specifically selected to help you save money through discount pricing on typical and common services. A current list of suppliers participating in the program is available online at www.thepremiumclub.com. For questions about a specific discount or offer call 800.482.1253. There is no cash value associated with any of the discounts. Discounts are subject to availability, blackout periods and restrictions. All restrictions are presented when you select a gift card and you should review these before making your purchase. Discounts cannot be combined with any other offers or promotions. Discounts are subject to change without notice. Void where prohibited.

- 1. Discount Gift Cards.** You can receive up to 15% off on select gift cards only. Gift card availability and discounts are subject to change without notice.
- 2. Local & National Merchant Discounts.** You can receive discounts, offers and special events on-the-go at local and national merchants with our mobile-friendly website. Present on your mobile phone or printed discount to the supplier for an immediate savings. Discounts are categorized as Premium Deals and Everyday Savings. Merchants may limit Premium Deals to one (1) offer per 12-month period. Everyday Savings receive discounts up to 20% and are limited to a maximum discount of \$25.00 per transaction.
- 3. Prescription Discount Plan.** Pharmacy discounts are NOT insurance, and are not intended as a substitute for insurance. The discount is only available at participating pharmacies. Administrator: New Benefits, Dallas, TX. Pharmacy discounts range from 10% to 85% on most medications. This plan does not make payments directly to the pharmacies. You must pay for your prescriptions. You will receive a discount from those pharmacies that have contracted with the discount plan organization. The range of discounts provided under the plan will vary depending on the type of prescription and pharmacy. The plan makes available a list of pharmacies. This list will include the name, city and state, and phone number of each pharmacy located in your service area. This plan does not meet the minimum creditable coverage requirements under the Affordable Care Act or Massachusetts M.G.L Chapter 111M, 956 CMR 5.00. To receive a copy of this plans terms and conditions, go to: <http://content.newbenefits.com/feed.aspx?hash=1nCjynVvHgD3qMTJC7SQg> call 800.800.7616; or write to Discount Medical Plan Organization: New Benefits, Ltd., Attn: Compliance Department, PO Box 671309, Dallas, TX 75367-1309. To locate participating pharmacies go to rxprice.newbenefits.com.

4. **Restaurant.com Discounts.** You can purchase \$25 in dining certificates for \$10 at thousands of restaurants. This certificate has no cash value and is not redeemable for cash at any time. The certificate is the sole obligation of restaurant.com and may be redeemed solely for merchandise through the restaurant.com link.

5. **1-800-FLOWERS.COM.** You can receive up to 15% off fresh flowers, gift baskets, chocolates, spa baskets, and more when you use the promo code PREMIUM. Service and shipping charges and taxes may be included and are not eligible for the discount. Go to www.1800flowers.com, www.1800baskets.com or call 1.800.FLOWERS (1.800.356.9377).

6. **Spa & Wellness Gift Cards.** You can receive up to 6% off Spa & Wellness gift cards. Spa & Wellness gift cards are accepted at over 9,000 spa and wellness facilities across the U.S., Canada and Puerto Rico.

7. **Theme Park Discounts.** You can receive up to 40% off the general admission price.

8. **Movie Ticket Discounts.** You can receive up to 40% off movie tickets at major theater chains across the U.S. There is a minimum of 5 and a maximum of 40 tickets per order. A shipping and processing fee of \$3.25 will be added to your total. Allow 1-2 weeks for delivery. Tickets must be redeemed at the box office. Tickets are subject to an additional surcharge for IMAX, large format and 3-D films. Exclusions apply for special events/engagements, private screenings or motion pictures with contractual obligations.

9. **Hotel Discounts.** You can receive up to 20% off the regular published rate. Advanced reservations are required.

10. **Car Rental Discounts.** You can receive up to 25% off the base rate. Taxes and other government surcharges, fuel charges, vehicle license fee, road fee, location charges, airport and airport facility fees, additional driver fee, one-way rental charge and optional items are extra. You must meet standard age, driver and credit requirements which may vary. Advance reservations are required.

11. **Other Terms.** Services will not be provided if prohibited by a federal or state law.

12. **The PREMIUM Club Membership Fees.** The Program membership begins on the date the first monthly membership fee is billed and continues until your membership is canceled as discussed below.

13. **Cancellation of Membership.** You may cancel your membership at any time. You may request cancellation by telephone at 877.827.5828 or writing The PREMIUM Club at PO Box 84634, Sioux Falls, SD 57118-4634. Upon receipt of your cancellation request, you will not owe any additional membership fees. You will not get a refund of any past paid membership fees. Your benefits will discontinue upon cancellation of your membership. Your benefits will stop if the credit card where your membership fees are billed is closed or suspended either by you or the Bank.

14. **Relationship with the Suppliers.** If you have an agreement with any supplier, you cannot enforce that agreement against us. This agreement does not allow us to act on behalf of the suppliers. No suppliers are authorized to act on behalf of us. We are not responsible or subject to any communication, representation, agreement or statements about the program that are made by any other supplier.

15. **Disclaimer of Warranties and Limitation of Liability.** You understand that we arrange for the suppliers to provide the Services for The PREMIUM Club. We are not a supplier. This is a service

agreement and not an agreement to sell goods. The Uniform Commercial Code (“UCC”) does not apply to the relationship between us and you. WE MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO ANY GOODS OR SERVICES PURCHASED BY YOU USING YOUR PREMIUM CLUB MEMBERSHIP. THIS INCLUDES BUT IS NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. WE ARE NOT LIABLE FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES NOR ARE WE LIABLE FOR ANY ATTORNEY FEES OR COSTS RELATING TO THE GOODS AND SERVICES PURCHASED BY YOU USING YOUR PREMIUM CLUB MEMBERSHIP. We want to hear about any unsatisfactory experience that you may have with any supplier. However, you agree to seek resolution from the applicable supplier.

16. **Taxes.** All applicable sales and use taxes for your use or purchase of services are your responsibility or the responsibility of the supplier. We will have no liability.

17. **Changes to the Terms and Conditions.** We reserve the right to add, delete or change any of the suppliers and services provided by this program. We also reserve the right to change the terms and conditions of the Program from time to time. Changes will take effect immediately and you will be notified. You have the right to cancel your membership at any time as indicated in Section 13. You may request a copy of our current terms and conditions online at www.thepremiumclub.com, by telephone at 877.827.5828 or by writing The PREMIUM Club at PO Box 84634, Sioux Falls, SD 57118-4634.

18. **Entire Agreement.** These terms and conditions are the entire agreement between you and us. Any other communications, representations, agreements or statements about the program that do not align with these terms and conditions are not valid.

19. **Assignment.** Your membership in the program is not assignable or transferable by you. However, we may assign your membership to another company at any time.

20. **Severability.** If any law, rule, regulation, federal agency, state agency or local government agency determines part of this contract is invalid or unenforceable, it will not affect the validity or enforceability of any other part of this contract.

21. **Applicable Law.** This contract is entered in the state of South Dakota where the decisions about the account will be made. Therefore, this contract will be governed by the laws of the state of South Dakota and applicable federal law.

22. **Privacy.** The privacy and security of your personal information is important to us. This policy explains how we gather, share, collect, use and ensure privacy of your personal information. We may obtain information about you from membership enrollment forms, or from suppliers about your participation in various services. The information that you provide to us (name, address, date of birth, telephone number or other collected information described above) will not be shared, except as permitted by law. The information provided is limited to only what is legally required of us. Our employees are only allowed to view the minimum information necessary to administer the program. We maintain safeguards to ensure your personal information is well protected.