



321 North Central Expressway, Suite 341
McKinney, TX 75070

MEMBERSHIP TERMS AND CONDITIONS

The following terms and conditions of this Membership Agreement (the "Agreement") govern the United Member Plans Membership Program ("Program") provided to members of the Program ("Members") by UMP. I understand the Program is not part of, related to or sponsored by any other company or Plan other than UMP. By accepting enrollment in the Program, I am agreeing to the terms of this Agreement.

1. **Description of Benefits.** Each Member is entitled to receive the Membership Benefits ("Services") as set forth in the Membership Kit including access to Services provided by participating third party providers ("Provider"). The services are subject to change, modification, or reasonable substitution at any time without notice to the Member. In order to receive Services, a Member must access the services as instructed within the Membership Kit and/or through the Member page of the UMP website. Members must pay Provider directly at time of Service unless otherwise agreed upon between Provider and Member. Unless requested to be sent via regular mail, all members shall receive the complete set of Program materials electronically.
2. **Membership Term.** Once the Membership Fee 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 UMP's receipt of the 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 debited directly against the Member's checking account, as applicable unless the Member notifies UMP by providing written notification prior to the new Membership Term that he/she wishes to cancel his/her membership in the Program. The extended fee after one (1) year shall be \$17.95 per month.
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 UMP in writing. Membership in the Program shall terminate on the date that UMP receives written notice of cancellation. **Cancellations made within the first thirty (30) days of Membership are, upon request, eligible for a refund. Memberships are not refundable after thirty (30) days.**
5. **Membership Payment/Billing.** Payment of the initial Membership Fee and any renewal Membership Fee will be made automatically by a direct debit from the Member's checking account for the full amount of the Program for the Membership Term. Each Member hereby authorizes UMP to bill and receive payment for the Program Membership Fee as explained in this Agreement.
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 billing method 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.
 - (d) Membership in the Program and benefits thereunder are not assignable without the express written consent of UMP. 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 UMP 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 and agrees that all Providers and/or vendors are independent contractors, and that UMP in no way is responsible for the Services provided by a Provider or vendor.
7. **ARBITRATION: PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES FOR MANDATORY ARBITRATION OF YOUR CLAIMS.** Except as provided in this paragraph, any controversy, claim or dispute between the parties arising out of or relating directly or indirectly to this Agreement, the performance of services hereunder, or the breach, termination, enforcement, interpretation or validity thereof, including the scope or applicability of this Agreement to arbitrate, and all claims between the parties based upon a violation of any state or federal constitution, statute or regulation, shall be determined exclusively by binding arbitration in Collin County, Texas, or in the county in which the Client resides. Arbitration under this Agreement alters the venue for a dispute, but does not change either party's substantive rights. Arbitration frequently results in cost and time savings, but also involves the waiver of the right to a jury trial, limited appeal rights, and a possible reduced level of discovery. The parties agree the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The



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arbitrator shall be neutral and independent and comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and not subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. Provided your claim complies with Rule 11 of the Federal Rules of Civil Procedure, we will (a) reimburse you for the initial arbitration filing fee paid by you up to \$1,000 upon receipt of proof of payment; and (b) if there is a hearing, we will pay all fees of the arbitrator and arbitration administrator directly to the arbitration administrator. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all its fees and costs from the other party. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

EXCEPTIONS: As an exception to this arbitration agreement, you retain the right to pursue in a small claims court any claim that is within that court's jurisdiction and proceeds on an individual basis. Additionally, at any time within thirty (30) days of your execution of this Agreement, you may opt-out of this arbitration agreement without impairing any other rights or obligations hereunder by notifying us by mail directed to: 321 North Central Expressway, Suite 341, McKinney, TX 75070.

APPLICABLE LAW: This Agreement shall be interpreted and any disputes hereunder shall be decided in accordance with the laws of the State of Texas without reference to conflicts of laws. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement and of this arbitration requirement.

NO REPRESENTATIVE ACTIONS: The parties agree that all proceedings may be brought by either party against the other solely in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not preside over any form of representative or class proceeding.

SEVERABILITY: If any portion of this paragraph is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

8. **Disclaimer of Warranties.** UMP is not a merchant, manufacturer, or a direct Provider of the Services available to Members. ACCORDINGLY, UMP 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 UMP'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.
9. **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 UMP 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 UMP shall be cancellation of the Program membership as provided in Paragraph 3 and any refund available as provided in Paragraph 4.
10. **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. UMP shall be contacted at the following address and/or fax number: Address: 321 North Central Expressway, Suite 341, McKinney, TX 75070; Fax Number: 1-866-214-5188.
11. **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.
12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas regardless of any application of principles regarding conflicts of laws.
13. **Amendment.** This Agreement may be amended only by a writing executed by the parties.