



Membership Agreement

Important Notice to Subscriber/Customer: Please diligently read the following legal agreement ("Agreement"). Your subscription and use of Concierge Benefit Services, LLC services ("Services" and/or "Service") constitutes your acceptance of the following terms. If you disagree with the terms of this Membership Agreement, do not use our Services. As reflected in the body of this Membership Agreement, "you", "subscriber" or "customer" is defined as the individual person and members of your household that are included in your subscription to our Service. We may modify this Agreement and/or our Services at any time, which could include discontinuation or revisions, upon written notice either via e-communication or physical document via postal service to address given within this agreement.

General Provisions

This Agreement is intended as the complete, final and exclusive statement of all the terms within this Agreement by and between the parties, relating to the subject matter contained herein, and supersedes all previous understandings, writings, proposals, representations or communications, whether written or oral, relating to the subject matter hereof.

Concierge Benefit Services, LLC may make changes to this Agreement and/or our pricing structure with notification sent to you and shall be effective at your next billing date or at least thirty (30) days after notification, whichever is later. However, any change requested by you shall not be binding upon Concierge Benefit Services, LLC unless agreed to in writing and executed by both parties.

When you subscribe to our services, you are subscribing to an automatically recurring monthly membership. Beginning on the date of enrollment during the month, you will be billed a full monthly rate for the plan(s) you selected and will continue to be billed the same full monthly rate for the plan(s) you purchased each subsequent month.

Description of Service.

Concierge Benefit Services, LLC offers many services delivered primarily over the phone/website between you and our Concierge Benefit Services, LLC Vendors ("Vendors"). You, or our Vendors, may also correspond via email, fax or whatever other appropriate means, as deemed necessary by the Vendor you would be working with at that time. We find answers to questions and solutions to problems that arise from your interaction with, or navigation of, the healthcare system. If you should cancel service while you have an open case(s), we will continue working on those open case(s) until your membership expires. Once your membership expires, we will discontinue providing all services.

This Membership Agreement constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

The Healthcare, Legal and Tax concierge services are not insurance. We do not provide funds to pay or in any way reimburse any bills and we are not a fiduciary.

Concierge Benefit Services, LLC is by nature, a best efforts service.

Service Warranties and/or Representations Disclaimer.

Concierge Benefit Services, LLC provides no additional Warranty and/or Representations for any computer(s), electronics or smart device(s) as a result of using our Services. Concierge Benefit Services, LLC specifically disclaims any responsibility for all services or software provided by third party Vendors and in no way warrants the capabilities or benefits of using said services or software from third parties in conjunction with our Services.

You expressly agree that the use of our Services are at your sole discretion and risk. The Service(s) Concierge Benefit Services, LLC provides is on an "as is" and an "as available" basis.

Concierge Benefit Services, LLC, its representatives, licensors and affiliates expressly disclaim all Warranties and/or Representations of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability, suitability for a particular purpose, title and/or non-infringement of third party rights and warranties.

Concierge Benefit Services, LLC makes no Warranties and/or Representations that the Service will meet your requirements or that the Service will be uninterrupted, timely, secure, or error free; nor does Concierge Benefit Services, LLC or its licensors make any Warranty and/or Representation as to the results that may be obtained from the use of the Service. Concierge Benefit Services, LLC will use reasonable effort to produce accurate, complete and reliable information obtained through the Service. Concierge Benefit Services, LLC and/or its licensors may make improvements and/or changes in the Service at any time.

You acknowledge and agree that any material, data or information obtained through the use of our Services is done at your own discretion and risk.

You acknowledge and agree that you are solely responsible for any damages or loss of data that results from use of the Service.

Concierge Benefit Services, LLC makes no Warranty and/or Representation regarding any goods or services purchased or obtained through our Services or any transactions entered into through our Services for that matter.

No advice or information, whether written or oral, obtained by you from Concierge Benefit Services, LLC or through the Service shall create any warranty not expressly made herein.

Term of Agreement and Termination.

This Agreement shall be effective within hours after paying for your first month's membership. This Agreement automatically renews at the end of each billing period and will be renewed for the same period and terms as the previous bill period. You agree to pay each monthly renewal for the service(s) you chose until such time as this Agreement is terminated, in accordance with the provisions contained herein. Concierge Benefit Services, LLC reserves the right, in its sole discretion, to suspend or terminate your access to and use of the Service without further notice if you breach any of the Terms and Conditions of this Agreement.

Either you or Concierge Benefit Services, LLC may terminate this Membership Agreement at any time and without cause, by providing a thirty (30) day notice in writing to the other party, provided that any such notice to Concierge Benefit Services, LLC via email is sent to: help@conciergebefitsservices.com. In the event of termination, you shall remain responsible for all charges and fees incurred by you in connection with the use of the Service through and including the date of termination. Any prepaid but unearned subscription fees, paid by you to Concierge Benefit Services, LLC, shall be considered earned

and no refund shall be given. Upon cancellation, your membership will expire at the end of the calendar month in which your notice of cancellation was received. No partial refunds will be made available.

The Company will automatically cancel your membership if after processing a renewal transaction, your payment method is declined. You will be notified via email that your payment method is declined and will have thirty (30) days to provide valid payment information to have your account reinstated.

Interruptions of Service.

You acknowledge and agree that Concierge Benefit Services, LLC is not responsible for performance interruptions or problems due to internet issues or due to your electronic equipment or the actions of your wireless providers for either voice or data transmission. Concierge Benefit Services, LLC holds no responsibility with regard to our Vendor services but will make reasonable efforts to keep your services up and running.

Service Availability.

This program does not guarantee that the products, services or facilities are available in every geographic location. The terms "24 hour" and other time sensitive service commitments refer to the programs around the clock telephone access. While the Administrator will make all reasonable efforts to provide around the clock services, in some rare cases our systems may be temporarily unavailable.

THIS PROGRAM IS NOT AN EMERGENCY PROVIDER NOR CONNECTED WITH EMERGENCY SERVICES. IN CASE OF AN EMERGENCY, PLEASE DIAL 911 ON YOUR TELEPHONE.

Obtaining Service.

When you have a question or problem that arises from interacting with or navigating the healthcare system, you can initiate a case with Concierge Benefit Services, LLC to obtain service by calling (844) 560-7727 or by emailing help@conciergebefitsservices.com (as long as you have provided us with your email address).

Information We Need.

In order to provide you the services available from this membership, we need certain information from you at sign-up and possibly additional information depending on the particular issue with which you have asked us to work on your behalf. You must provide accurate information and be attentive and timely in correspondence with our team. At sign-up, you will be required to provide your name, phone number, email address, mailing and billing addresses and credit card number, security code and expiration date.

After enrolling in your membership, you will receive an email confirming the payment transaction and a Welcome email confirming your Membership. The email confirming your Membership will also request additional information that you agree to supply us, including the name of any other individual or child(ren) within your household to be included in your membership.

For additional individuals within your membership, you will also be asked to provide phone and email information.

The first time we need to discuss or disclose your private health information ("PHI") to a third-party for purposes of providing the services described in this Agreement, we will request an executed (signed and dated) Medical Information Release Form ("MIRF") from you. This release has its own terms, conditions and limitations, which you should review at time of signing.

If any of the information described in this section changes, or any information related to an open case we are working on for you, you agree to provide us with updated or corrected information as soon as possible.

Additional Benefits.

This program makes it possible for its members to receive membership benefits through participating pharmacies. These benefits cannot be used in conjunction with any other kind of rate reduction mechanisms. These benefits will vary between participating pharmacies.

These benefits are NOT INSURANCE, nor do we represent that you should purchase these benefits in lieu of or to replace any existing health insurance. Members are responsible for payment in full at the time that the product and/or services are provided.

Pharmacies.

It is the member's responsibility to confirm with membership services that a pharmacy is an active participant of the program prior to seeing that provider. Our Vendors reserve the right to add, change, and/or eliminate any of the service providers without prior notice to the member. It is possible that a member may not receive a discount.

Medical Consultation.

This Program, its affiliates, Vendors, agents and/or sales representatives are not responsible for providing or failing to provide medical consultations or advice to a member or to a member's dependents, family or household. Such decisions to accept medical consultation shall not be based on the advice, credentials or recommendations of this program, its affiliates, agents or sales representatives.

THIS PROGRAM DOES NOT PRACTICE MEDICINE NOR DOES IT INTERFERE, PARTICIPATE NOR FORM PART OF THE PROVIDER-DOCTOR/MEMBER-PATIENT RELATIONSHIP.

Eligibility.

An individual who is eligible to purchase our service(s) is a person residing within the United States and must be at least eighteen (18) years of age or older.

Payment.

When you subscribe to our services, you are subscribing to an automatically recurring monthly membership. Beginning on the 1st of each calendar month, you will be billed a full monthly rate for the plan(s) you selected and will continue to be billed the same full monthly rate for the plan(s) you purchased each subsequent month.

Payment is only accepted by credit card or by debit cards that can be used as a credit card.

Add and Update Information.

If you would like to update your billing information, change or upgrade your membership please call our offices at: (844) 560-7727 or online at www.conciergebenefitservices.com.

No International Service.

Concierge Benefit Services, LLC is not available internationally.

Right to Refuse Service.

We reserve the right to refuse service to anyone.

Rights Granted by You to Company.

You agree to allow us to monitor emails or record phone calls for the purpose of improving our service(s). You agree to allow us to utilize basic, anonymous information we obtain from you for the purpose of reporting, marketing and service improvement. We will not use any of your Private Health Information for these purposes whatsoever.

Changes to Service, Terms or Pricing.

We may change this Agreement, including prices, the Terms of Use, Privacy Policy or Copyright, from time-to-time, on an as-needed basis. We will provide you at least ten (10) days-notice of any change of terms that apply to your membership. You will have the option to terminate membership before the new terms take effect.

Limitations.

As a Company, we have a conscientious objection to seeking abortions. We cannot assist Members who need assistance or information on obtaining an abortion. If a Member has had an abortion and needs assistance related to that procedure after it has occurred, we will assist as we assist with any other issue covered by the scope of service.

If you would be prohibited from doing something by state or federal law, so would we. We cannot provide any service that violates local, state or federal law.

Neither Concierge Benefit Services, LLC, or our Vendors, are licensed insurers, health maintenance organizations or underwriters of health insurance.

Limitation of Liability.

The information, software, products and services included in or available through the Company websites may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The Company and/or its Vendors may make improvements and/or changes in the Company websites at any time. Advice received via the Company websites should not be relied upon for personal, medical, legal, tax or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

The Company and/or its Vendors make no representations about the suitability, reliability, availability, timeliness and accuracy of the information, software, products, services and related graphics contained on the Company websites for any purpose. All such information, software, products, services and related graphics are provided "As Is" without warranty of any kind. The Company and/or its respective Vendors hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

In no event, shall the Company and/or its Vendors be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use of performance of the Company websites, with the delay or inability to use the Company websites or related services, the provision or failure to provide services or for any information, software, products, services and related

graphics obtained through the company websites or otherwise arising out of the use of the Company websites, whether based on contract, tort, negligence, strict liability or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Company websites, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Company services.

Liability for Concierge Benefit Services, LLC is specifically limited to the accumulated membership fees you have paid to Concierge Benefit Services, LLC.

Force Majeure.

Except with respect to your payment obligations under this Agreement, neither party shall be liable to the other party for any alleged loss or damages resulting from delays in performance caused by acts of the other party, acts of civil or military authority, governmental priorities, acts of God, acts of war, epidemic, quarantine, energy crisis, interruption in third party service, strike, labor trouble, riot, accident, or any other causes beyond the reasonable control of the party whose performance is so delayed.

Notices.

You may send notices to Concierge Benefit Services, LLC by postal mail, e-mail help@conciergebeneftservices.com or by express delivery, addressed to: Concierge Benefit Services, LLC, LLC, 1047 N. 205th St, Elkhorn, NE 68022, Attention: Customer Service, or at any such other address as Concierge Benefit Services, LLC may provide in the future. Concierge Benefit Services, LLC may send notices to you electronically by facsimile, e-mail, text message, online account or by postal mail, addressed to you at your last known mailing address, email address or facsimile. All notices shall be deemed to have been received on the earlier of actual delivery or five business days from the date of postmark.

Waiver.

A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.

Severability.

In the event that any provision(s) of this Agreement are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired thereby.

Assignment.

Concierge Benefit Services, LLC reserves the right and shall be entitled to assign any and all its rights, titles, interest, and obligations concerning this Agreement. Customers shall be prohibited to assign its subscription, rights and/or obligations without the express written consent of Concierge Benefit Services, LLC. Any attempted assignment in violation of this provision shall be considered null and void.

Governing Law.

The validity, performance, construction, and interpretation of this Agreement shall be governed by the laws of the State of Nebraska. You hereby agree to submit any controversy to, and to the personal jurisdiction of, the District Court for Douglas County, Nebraska and/or the United States District Court for the District of Nebraska, which shall have personal and subject matter jurisdiction and venue over all controversies in connection herewith.

Survival.

("Service Warranties Disclaimer "), ("Limitation of Liability "), ("Indemnification"), and ("General Provisions") shall survive the expiration or termination of this Agreement, without limitation.

Headings.

The headings in this Agreement are inserted for convenience only, and shall not be used to define, limit, or describe the scope of this Agreement or the obligations herein.

Privacy Notice.

The provisions of the [Terms of Use](#) and [Privacy Policy](#), as set forth on the Concierge Benefit Services, LLC website, are incorporated herein by reference and shall be an integral part hereof.

Copyright Notice and Licenses.

As a subscriber to our Services, you are granted a nonexclusive, nontransferable, non-assignable, personal right to use these Services for the term of this Agreement. Use of the Service is limited to you and any member of your household. Any individual aspect of our Service provided to you, is being temporarily provided to you for your limited use, pursuant to the terms of this Agreement.

Links to External Content.

As part of your Service, you will have access to a member section of the Concierge Benefit Services, LLC website for maintaining account preferences, billing and other customer service matters. This site may have links to content or services provided by external partners or other service providers. Concierge Benefit Services, LLC does not assume responsibility for the availability or content of these sites or resources. Therefore, any concerns that you may have regarding an external site should be directed to the appropriate site administrator or webmaster.

Third Party Rights.

The provisions of this Agreement are for the benefit of Concierge Benefit Services, LLC, including its directors, members, employees, partners, contractors and licensors. Each of these individuals and/or entities shall have the right to assert and enforce this Agreement on its own behalf.

Hours of Operation.

Concierge Benefit Services, LLC is closed for major holidays, a few extra days for Christmas and Thanksgiving, and a few times during the year for staff training and volunteer activities. Concierge Benefit Services, LLC is closed for major holidays, a few extra days for Christmas and Thanksgiving, and a few times during the year for staff training and volunteer activities.

Incorporation by Reference.

The Terms of Use and Privacy Policy are incorporated by reference in this Agreement. If there are any conflicts between this Agreement and the Terms of Use or Privacy Policy, this Agreement shall control.

Complaint Procedures.

If you would like to file a complaint, please email us at: help@conciergebenefitservices.com or write Membership Services at: Concierge Benefit Services, LLC, Attn: Customer Service, 1047 N. 205th St, Elkhorn, NE 68022.

Regulatory Compliance.

The Company agrees and certifies that it is and will continue to be in compliance with all applicable state and federal laws and regulations, including but not limited to, applicable healthcare privacy and security acts such as the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

State Restrictions.

Kentucky Residents: This contract is not an insurance policy and is not protected by the Kentucky Life and Health Guarantee Association.

New York Residents: We acknowledge that the savings offered through any or our Vendor's NETWORK(s) is subject to the NETWORK(s) contracts, applicable to New York State.

Utah Residents: This contract is not protected by the Utah Life and Health Guarantee Association.

HIPAA Privacy Notice

Concierge Benefit Services, LLC enforces the HIPAA Privacy and Security Rules, which protects the privacy of individually identifiable health information; The HIPAA Security Rule sets the national standards for the security of electronic protected health information. In summary, your health information will not be shared without your prior consent.

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Concierge Benefit Services, LLC is dedicated to maintaining the privacy of your protected health information ('PHI'). PHI is information about you that may be used to identify you (such as your name, social security number or address), and that relates to (a) your past, present or future physical or mental health or condition, (b) the provision of health care to you, or (c) your past, present, or future payment for the provision of health care. In conducting its business, Concierge Benefit Services, LLC will receive and create records containing your PHI. Concierge Benefit Services, LLC is required by law to maintain the privacy of your PHI and to provide you with notice of its legal duties and privacy practices with respect to your PHI. Concierge Benefit Services, LLC agrees to abide by the terms of this Notice while it is in effect. This current Notice takes effect on October 15, 2014, and will remain in effect until Concierge Benefit Services, LLC replaces it. Concierge Benefit Services, LLC reserves the right to change the terms of this Notice at any time, as long as the changes are in compliance with applicable law. If Concierge Benefit Services, LLC changes the terms of this Notice, the new terms will apply to all PHI that it maintains,

including PHI that was created or received before such changes were made. If Concierge Benefit Services, LLC changes this Notice, it will post the new Notice on its Web site and will make the new Notice available upon request.

Uses and Disclosures of PHI

Concierge Benefit Services, LLC may use and disclose your PHI in the following ways:

1. Treatment, Payment and Health Care Operations. Concierge Benefit Services, LLC is permitted to use and disclose your PHI for purposes of (a) treatment, (b) payment and (c) health care operations. For example:
 - a. Treatment. Concierge Benefit Services, LLC may disclose your PHI to another physician or health care provider for purposes of a consultation or in connection with the provision of follow-up treatment.
 - b. Payment. Concierge Benefit Services, LLC may use and disclose your PHI to your health insurer or health plan in connection with the processing and payment of services and other charges.
 - c. Health Care Operations. Concierge Benefit Services, LLC may use and disclose your PHI in connection with its health care operations, such as providing customer services and conducting quality review assessments. Concierge Benefit Services, LLC may engage third parties to provide various services for Concierge Benefit Services, LLC. If any such third party must have access to your PHI in order to perform its services, Concierge Benefit Services, LLC will require that third party to enter an agreement that binds the third party to the use and disclosure restrictions outlined in this Notice.
2. Authorization. Concierge Benefit Services, LLC is permitted to use and disclose your PHI upon your written or recorded tele-ponic authorization, to the extent such use or disclosure is consistent with your authorization. You may revoke any such authorization at any time.
3. As Required by Law. Concierge Benefit Services, LLC may use and disclose your PHI to the extent required by law.

Special Circumstances

The following categories describe unique circumstances in which Concierge Benefit Services, LLC may use or disclose your PHI:

1. Public Health Activities. Concierge Benefit Services, LLC may disclose your PHI to public health authorities or other governmental authorities for purposes including preventing and controlling disease, reporting child abuse or neglect, reporting domestic violence and reporting to the Food and Drug Administration regarding the quality, safety and effectiveness of a regulated product or activity. Concierge Benefit Services, LLC may, in certain circumstances disclose PHI to persons who have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition.
2. Workers' Compensation. Concierge Benefit Services, LLC may disclose your PHI as authorized by, and to the extent necessary to comply with, workers' compensation programs and other similar programs relating to work-related illnesses or injuries.
3. Health Oversight Activities. Concierge Benefit Services, LLC may disclose your PHI to a health oversight agency for authorized activities such as audits, investigations, inspections, licensing and disciplinary actions relating to the health care system or government benefit programs.
4. Judicial and Administrative Proceedings. Concierge Benefit Services, LLC may disclose your PHI, in certain circumstances, as permitted by applicable law, in response to an order from a court or administrative agency, or in response to a subpoena or discovery request.
5. Law Enforcement. Concierge Benefit Services, LLC may, under certain circumstances, disclose your PHI to law enforcement officials, such as for purposes of identifying or locating a suspect, fugitive, material witness or missing person.
6. Decedents. Concierge Benefit Services, LLC may, under certain circumstances, disclose PHI to coroners, medical examiners and funeral directors for purposes such as identification, determining the cause of death and fulfilling duties relating to decedents.

7. Organ Procurement. Concierge Benefit Services, LLC may, under certain circumstances, use or disclose PHI for the purposes of organ donation and transplantation.
8. Research. Concierge Benefit Services, LLC may, under certain circumstances, use or disclose PHI that is necessary for research purposes.
9. Threat to Health or Safety. Concierge Benefit Services, LLC may, under certain circumstances, use or disclose PHI if necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.
10. Specialized Government Functions. Concierge Benefit Services, LLC may, in certain situations, use and disclose PHI of persons who are, or were, in the Armed Forces for purposes such as ensuring proper execution of a military mission or determining entitlement to benefits. Concierge Benefit Services, LLC may also disclose PHI to federal officials for intelligence and national security purposes.

Rights Regarding Your PHI

You have the following rights regarding the PHI maintained by Concierge Benefit Services, LLC:

1. Confidential Communication. You have the right to receive confidential communications of your PHI. You may request that Concierge Benefit Services, LLC communicate with you through alternate means or at an alternate location, and Concierge Benefit Services, LLC will accommodate your reasonable requests. You must submit your request in writing to Concierge Benefit Services, LLC.
2. Restrictions. You have the right to request restrictions on certain uses and disclosures of PHI for treatment, payment or health care operations. You also have the right to request that Concierge Benefit Services, LLC restrict its disclosures of PHI to only certain individuals involved in your care or the payment of your care. You must submit your request in writing to Concierge Benefit Services, LLC. Concierge Benefit Services, LLC is not required to comply with your request.
3. However, if Concierge Benefit Services, LLC agrees to comply with your request, it will be bound by such agreement, except when otherwise required by law or in the event of an emergency.
4. Inspection and Copies. You have the right to inspect and copy your PHI. You must submit your request in writing to Concierge Benefit Services, LLC. Concierge Benefit Services, LLC may impose a fee for the costs of copying, mailing, labor and supplies associated with your request. Concierge Benefit Services, LLC may deny your request to inspect and/or copy your PHI in certain limited circumstances. If that occurs, Concierge Benefit Services, LLC will inform you of the reason for the denial, and you may request a review of the denial.
5. Amendment. You have a right to request that Concierge Benefit Services, LLC amend your PHI if you believe it is incorrect or incomplete, and you may request an amendment for as long as the information is maintained by Concierge Benefit Services, LLC. You must submit your request in writing to Concierge Benefit Services, LLC and provide a reason to support the requested amendment. Concierge Benefit Services, LLC may, under certain circumstances, deny your request by sending you a written notice of denial. If Concierge Benefit Services, LLC denies your request, you will be permitted to submit a statement of disagreement for inclusion in your records.
6. Paper Copy. You have the right to obtain a paper copy of this Notice from Concierge Benefit Services, LLC at any time upon request. To obtain a paper copy of this notice, please contact Concierge Benefit Services, LLC by calling (844) 560-7727.
7. Complaint. You may complain to Concierge Benefit Services, LLC and to the Secretary of the Department of Health and Human Services if you believe that your privacy rights have been violated. To file a complaint with Concierge Benefit Services, LLC.