

SECURE CARD ASSOCIATION OF AMERICA TERMS & CONDITIONS

Secure Card Association of America (“SCAA”) provides its Members with benefits and services designed to enhance their lives and stretch the value of their hard-earned dollars. As a SCAA Member, you have a wide variety of services and benefits available, plus the value of group-based insurance benefits.

Membership Date - Membership in SCAA, will be on the effective date recognized as the first calendar day of the month after you enroll and begin using your card. Ongoing membership is predicated on your Card Account remaining active. Please be advised some enhanced benefits may have different effective dates. Please check the Member and Cardholder Benefits’ Terms and Conditions at www.securecardassociation.org for details and to confirm any effective dates.

Collection of Membership Dues – SCAA collects Membership Dues from your card’s Program Manager or may utilize a third-party. Members may use the number on the back of their card to reach the Program Manager. Members must keep their Card Account active in order to maintain good standing with the SCAA.

Benefit Changes – The benefit contracts the Association has arranged for inclusion into the membership levels may change at any time. The Association will give a minimum of 30 days’ notice of any such change to the membership benefits.

Cancellation: Failure to keep your Card Account active will result in cancellation of your membership by SCAA and access to all services and benefits available. **Please note that cancellation of your membership in SCAA will also cancel any insurance a Member may have through SCAA, since membership in SCAA is required in order to remain eligible for the group insurance coverages.**

Proxy - In regard to your participation as a Member of Secure Card of America, you appoint the Secretary of the Association, in office at any particular time, as your proxy to receive notice of and to attend all meetings of the Members, vote on your behalf, and to otherwise act for you in the same manner and with the same effect as if you were personally present. This proxy shall be valid until revoked by you at any time prior to voting at any meeting, by executing and delivering a written notice of revocation to the Secretary of the Association, by executing and delivering a subsequently dated proxy to the Secretary of the Association, or by voting in person. All meetings will be posted on the Association’s main website. You can access the website at www.securecardassociation.org.

SCAA is not an insurer, guarantor or underwriter and does not provide any medical treatment, medical services, products, product liability or guarantees for any Member. Providers of products and services are independent contractors and are not employees or agents of SCAA. The final selection of a provider, facility or merchant and the approval or disapproval of products or services are the Member’s choice alone. SCAA and its affiliates do not have the responsibility nor liability for a Member or

Member's dependents medical care or for any other goods or services provided to Member or Member's dependents. Members shall have no recourse against SCAA by reason of its referral to a provider of products or services. No payments to medical providers or Members will be made by SCAA. All medical providers are independent contractors and are not employees or agents of SCAA.

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Any dispute or claim in law or equity arising out of this Agreement or any resulting transaction, including disputes or claims involving the parties to this Agreement, their officers, agents, or employees, shall be submitted to neutral, non-binding mediation prior to the commencement of arbitration, litigation, or any other proceeding before a trier of fact. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the parties, each party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator, assisting the parties in attempting to reach a resolution. All parties to the mediation shall share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this Agreement and other rights and remedies afforded to them by law.

Exclusive venue for such mediation shall be in Tarrant County, Texas. Members shall submit all grievances in writing via U.S. Mail to Secure Card Association of America, 5625 NW Central Drive, Suite 100, Houston, TX 77092. These provisions shall survive termination of membership. This Agreement constitutes the entire Agreement between Members and SCAA. There are no warranties, express or implied, other than those expressly stated herein. This Agreement may only be amended in writing by SCAA. SCAA may assign its duties and responsibilities hereunder to third parties without notice.

These Terms & Conditions are subject to change without notice.