

## SERVICES IN SYNC<sup>SM</sup> TERMS AND CONDITIONS

These terms ("Terms" or "Agreement") shall constitute the agreement between Affinion Benefits Group ("we," "us," or "Affinion"), a Delaware LLC with offices at 400 Duke Drive, Franklin, TN 37067, providing a service called Services in Sync, and you ("You"), the end user of this service. Services in Sync, together with any and all other services or products offered hereunder, shall be referred to as "Services in Sync." By enrolling in Services in Sync, You agree to be bound by these Terms.

WITNESSETH:

**SERVICE** - (a) Affinion Benefits Group, LLC, "Affinion" shall provide the Services in Sync service through Financial Services Association for financial entities or through Preferred Care Association for other approved entities ("the Association"). By enrolling in the Services in Sync service, You are automatically admitted as a member of the Association. Services in Sync will enable You to access one or more of the following benefits, depending on your program configuration; accidental death and dismemberment insurance coverage†; identity theft insurance††; fraud support service; single-bureau credit monitoringΔ; triple-bureau credit monitoring¥; daily monitoring of your Social Security number and up to ten of your credit and debit cards registeredΔΔ with Services in Sync; the option to use an interactive online fraud resolution guide as a tool to aid in the identity theft recovery process; credit card registration with lost and stolen assistance and emergency cash and airline tickets service§; online access to MyIDMatters<sup>SM</sup>, an informational website; purchase protection and extended warranty§§; cash back rewards for online purchases through the Cash Rewards websiteΣ; rebates on your qualifying purchases when You send receipts totaling up to \$100 each quarterΣΣ; online savings when You shop through the Services in Sync website; grocery coupons; gift card discounts◇; three day, two night deluxe hotel accommodation◇◇; regular-priced, adult, coach-class round-trip ticket from a participating airline, when You purchase an adult, coach-class round-trip ticketΩ; discount pricing on prescriptions, diabetes testing supplies delivered to your home, and mail order pharmacy service\*.

**2. WHO MAY USE; RESTRICTIONS ON USE** - The Services in Sync service is nontransferable. Accordingly, You agree that You will use Services in Sync only for your own behalf and that You will be the end user of the information provided by Services in Sync. Without limiting the foregoing, You agree not to use Services in Sync for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et. seq.) or similar state statute. You acknowledge that this Agreement grants You a limited license in exchange for payment of the fees and charges for Services in Sync, and You shall not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that You receive from Services in Sync. You agree to limit use and dissemination of information from Services in Sync solely to the uses set forth herein. In order to access the information, You will be provided your own membership number. You will be responsible for all use of your membership number and must notify us immediately of any unauthorized use of your membership number, or the theft or misplacement of your membership number. The Services in Sync service may not be used for business or commercial purposes. You acknowledge and understand that Affinion will only allow You to access Services in Sync if You meet and continue to meet the standards described herein.

**3. LIABILITY** - YOU ACCEPT ALL INFORMATION RECEIVED THROUGH SERVICES IN SYNC "AS IS". NEITHER AFFINION, THE ASSOCIATION, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS SHALL HAVE ANY LIABILITY TO YOU AS AN AGENT IN OBTAINING COPIES OF YOUR CREDIT ALERT REPORT, IN PROVIDING YOU WITH YOUR MONITORING ALERT REPORT OR FOR ANY DEFECTIVE PRODUCTS PROVIDED TO YOU IN CONNECTION WITH THE SERVICES IN SYNC SERVICE. NEITHER AFFINION, THE ASSOCIATION, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY, COMPLETENESS, CORRECTNESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF SERVICES IN SYNC OR THE COMPONENTS THEREOF, INCLUDING, WITHOUT LIMITATION, THE INFORMATION CONTAINED IN THE REPORTS WHICH YOU RECEIVE AS PART OF SERVICES IN SYNC. NEITHER AFFINION, THE ASSOCIATION, NOR ANY OF

THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS ASSUME ANY LIABILITY FOR DAMAGES, DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES IN SYNC SERVICE OR YOUR REQUEST, USE OR ATTEMPTED USE OF THE SERVICES IN SYNC SERVICE. NEITHER AFFINION, THE ASSOCIATION, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR SUBCONTRACTORS ARE RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU RECEIVE AS PART OF THE SERVICES IN SYNC SERVICE. THE AGGREGATE LIABILITY OF ALL SUCH PARTIES TO YOU IN ANY EVENT IS LIMITED TO THE AMOUNT WHICH YOU HAVE PAID AFFINION FOR YOUR MEMBERSHIP. SERVICES IN SYNC IS NOT A CREDIT COUNSELING SERVICE AND DOES NOT PROMISE TO HELP YOU OBTAIN A LOAN OR IMPROVE YOUR CREDIT RECORD, HISTORY, SCORES, OR RATING. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION OR EXPIRATION OF THIS AGREEMENT.

4. **MISUSE OF SERVICES IN SYNC OR INFORMATION** - You agree to take appropriate measures so as to protect against the misuse of Services in Sync. You agree that Affinion may, if it is concerned about your use, temporarily suspend your access for up to ten (10) business days pending an investigation of use. You agree to cooperate fully with any and all investigations. If misuse is confirmed through investigation, Affinion may immediately terminate this Agreement.

5. **SECURITY EVENT** - In the event that You learn or have reason to believe that Affinion data has been disclosed or accessed by an unauthorized party, You will immediately give notice of such event to Affinion.

6. **AUDIT** - You understand and agree that in order to ensure compliance with applicable laws, Affinion will conduct periodic reviews of your activity and may, on a random basis, contact You to review completed searches. You agree to reasonably cooperate with any and all such reviews. Violations discovered in any review by Affinion will be subject to immediate action including, but not limited to, termination of this Agreement.

7. **INDEMNIFICATION** - You agree to indemnify and hold Affinion, the Association, their Subcontractors, and their respective parents, subsidiaries, affiliates, officers, directors, and employees harmless from any claim, damage, demand, expense, liability, or loss, including reasonable attorneys' fees, incurred by such party arising out of or relating to your unauthorized use of the Services in Sync service or your violation of these Terms. The terms of this Section shall survive any termination, cancellation or expiration of this Agreement.

8. **GOVERNING LAW** - This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Connecticut. The terms of this Section 6 shall survive any termination, cancellation or expiration of this Agreement.

9. **MANDATORY ARBITRATION** - You and Affinion agree that any claim or dispute ("Claim") between us shall, at the election of either of us, be resolved by binding arbitration administered by the American Arbitration Association under its rules for consumer arbitrations. It is the parties' intent that this arbitration provision be construed broadly, including that this arbitration agreement include any Claims against Affinion as well as its corporate affiliates. You agree that, by entering into this Agreement, you and Affinion are each waiving the right to a trial by jury or to participate in a class action. At your request, we will pay the first \$125 of your arbitration fees. You will be solely responsible for your arbitration fees and costs in excess of \$125. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. YOU AND AFFINION AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Affinion agree otherwise, the arbitrator may not consolidate more than one person's Claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the foregoing, either party may bring an individual action in small claims court. The parties to this Agreement acknowledge that this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow substantive law to the extent consistent with the FAA and shall

honor any claims or privileges recognized by law. The terms of this Section 7 shall survive any termination, cancellation or expiration of this Agreement. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

10. **MEMBERSHIP FEE** - For your convenience, your membership fee will be automatically billed to the checking, savings, credit, or debit card account (or to the related checking account) You designated when You enrolled in Services in Sync (designated the billing source), in accordance with the billing terms furnished to You upon your enrollment in the Services in Sync service.

11. **RENEWALS** - Unless You notify Services in Sync that You do not wish to renew your membership, Services in Sync will automatically renew your membership at the end of each month and bill the renewal fee to your designated billing source. You will be notified of any price increase and may cancel your membership if You do not want to continue to be billed at the new price.

12. **RIGHT TO CANCEL MEMBERSHIP** - (a) You have the right to terminate this Agreement at any time. You may cancel this Agreement by calling 1-877-260-0717, writing to Services in Sync, P.O. Box 41249, Nashville, TN 37204-1249, Attention: Membership Department, email [service@servicesinsync.com](mailto:service@servicesinsync.com) or click the cancel link on the Customer Center page at [www.servicesinsync.com](http://www.servicesinsync.com). Cancel this Agreement and you will owe nothing; at any time thereafter, you will owe nothing further. You will remain liable for any other fees or charges to be paid pursuant to this Agreement. (b) If Services in Sync determines it is unable to bill the membership fee due hereunder to your designated billing source, Services in Sync shall have the right to terminate this Agreement in which event You will no longer have access to any of the Services in Sync benefits, including your insurance benefits. If terminated, no further insurance coverage will be provided to You. In addition to

Services in Sync termination rights set forth above, Services in Sync may elect in its sole discretion to keep this Agreement in effect, but suspend your access to all of the Services in Sync benefits, including your insurance benefits, until such time (if any) as Services in Sync is able to bill the membership fee due hereunder to your designated billing source. For questions on your membership account details, please contact us at 1-877-260-0717 or sign in to Services in Sync, [www.servicesinsync.com](http://www.servicesinsync.com) and select My Account.

13. **AGREEMENT ENTIRETY** - This Agreement, as may be amended from time to time, sets forth the entire understanding and agreement between Affinion and You regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations.

**\*Medical discounts are NOT insurance.**

If there is more than one insurance benefit - If an Insured Person has multiple Losses as the result of one Accident, then We will pay only the single largest Benefit Amount applicable to the Losses suffered.

† Accidental Death and Dismemberment Insurance & Common Carrier Accidental Death & Dismemberment Insurance - Accidental Death Insurance is underwritten by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies. The coverage described in this literature may not be available in all jurisdictions. This literature is descriptive only. Actual coverage is subject to the language of the policies as issued. Exclusions and limitations apply. Chubb, Box 1615, Warren, N.J. 07061-1615. This program is administered by Affinion Benefits Group, LLC. Affinion Benefits Group, LLC, a licensed producer, is compensated for the placement of AD&D insurance and for the services it provides to customers on behalf of the insurance company, in addition to other compensation it may receive. More information is available upon request. For California Residents: Insurance product offered by Affinion Benefits Insurance Services, LLC, located in Tennessee; CA License #: 0547763.

†† The Identity Theft Insurance benefits are provided to all members, along with all other benefits afforded as part of the program, through Financial Services Association (FSA or the "Association"). Upon enrollment in the program, you will automatically be admitted as a member of the Association.

The Identity Theft Insurance is underwritten by insurance company subsidiaries of American International Group, Inc. (collectively, the "Company") under group policy # 7077733 for non-New York State Insureds and # 1423212 for New York State Insureds. The Benefit Summary under the master policy issued by the Company with respect to such insurance will be available to you upon enrollment in the program. The summary of policy benefits, terms, conditions, exclusions, and limits of coverage set forth in the Benefit Summary are subject to the terms of the master policy. Availability of coverage is subject to underwriting qualifications and state laws and regulations. Coverage is subject to actual policy language. For California Residents: Insurance product offered by Affinion Benefits Insurance Services, LLC, located in Tennessee. CA License #: 0547763.

Δ Credit Alert® is not a credit counseling service and does not promise to help you obtain a loan or improve your credit record, history or rating. The Credit Alert® service may be modified or improved at any time and without prior notice. Credit Alert® is a registered service mark of Affinion Publishing, LLC. Daily monitoring will notify members of any inquiries, certain negative information, accounts, public records or change of address that have been added to their credit reports as reported by one or any of the three major credit reporting agencies. If no information has been added or changed, then the member will receive a quarterly notification stating that no information has changed within their credit file.

Affinion Benefits Group, the provider of the Credit Alert service, or its credit information subcontractors shall not have any liability for the accuracy of the information contained in the Credit Alert reports which you receive, including any liability for damages, direct or indirect, consequential or incidental. The service is not a credit counseling or repair service and does not promise to help you obtain a loan or improve your credit record, history, or rating.

Your rights under the Fair Credit Reporting Act (FCRA). Under the FCRA, you have the right to request a free credit report once every twelve months from each of the nationwide consumer reporting agencies. You can request your report from each reporting agency at the same time, or at separate times, in three ways. Go to <http://www.annualcreditreport.com> and either complete the order form online, or print out and complete the Annual Credit Report Request form and mail it to Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281. Or call toll-free 1-877-322-8228 and request a report.

¥Triple-Bureau Credit Alert is not a credit counseling service and does not promise to help you obtain a loan or improve your credit record, history or rating. The Triple-Bureau Credit Alert service may be modified or improved at any time and without prior notice. Daily monitoring will notify members of any new inquiries, certain negative information, accounts, public records, or change of address that have been added to their credit reports as reported by any of the three major credit reporting agencies. If no information has been added or changed, then the member will receive a quarterly notification stating that no information has changed within their credit file.

Affinion Benefits Group, the provider of the Triple-Bureau Credit Alert service, or its credit information subcontractors shall not have any liability for the accuracy of the information contained in the Triple-Bureau Credit Alert reports which you receive, including any liability for damages, direct or indirect, consequential or incidental. The service is not a credit counseling or repair service and does not promise to help you obtain a loan or improve your credit record, history, or rating.

Your rights under the Fair Credit Reporting Act (FCRA). Under the FCRA, you have the right to request a free credit report once every twelve months from each of the nationwide consumer reporting agencies. You can request your report from each reporting agency at the same time, or at separate times, in three ways. Go to <http://www.annualcreditreport.com> and either complete the order form online, or print out and complete the Annual Credit Report Request form and mail it to Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281. Or call toll-free 1-877-322-8228 and request a report.

¥¥ Social Security Monitoring monitors your Social Security number on the Internet, based on an extensive search of Internet chat rooms; however, it is impossible to ensure that all Internet chat rooms have been searched for your personal information. Accordingly, your monitoring alert reports may not contain or apprise You of all your personal information that is publicly available or that may have been compromised.

ΔΔ Card Patrol® monitors up to ten registered major credit/debit cards on the Internet, based on an extensive search of directories and Internet chat rooms; however, it is impossible to ensure that all directories and Internet chat rooms have been searched for your personal information. Accordingly, your monitoring alert reports may not contain or apprise You of all your personal information that is publicly available or that may have been compromised.

§ Some financial institutions may require you to call them directly and will not accept notification from third parties in which case we will contact you so that you can call your financial institution directly. For Emergency Cash Advance and Emergency Airline Tickets you will be invoiced within 30 days of your request for the amount of the cash and/or cost of the airline ticket.

The Federal Fair Credit Billing Act gives You the right to dispute billing errors, such as unauthorized charges, on your credit card by notifying your credit card company in writing within 60 days after the first bill containing the error was sent to You. The credit card company must resolve the dispute within two billing cycles (not to exceed 90 days) after receiving your notification. You may withhold payment on the disputed amount (and related charges) during the investigation. You must pay the amount not in dispute. You will be informed in writing whether your bill is correct or contains an error. If your bill contains an error, it will be corrected. Your liability for unauthorized charges is limited to \$50 per credit card. You are not required to enroll in Services in Sync to maintain your credit card.

**IMPORTANT NOTICE: YOUR LIABILITY FOR UNAUTHORIZED USE UNDER FEDERAL LAW:**

For credit cards: If the card issuer has notified you of your maximum potential liability, has provided a means for you to notify the card issuer of credit card loss, and if the credit card contains a means of identifying the cardholder or authorized user, then your liability for unauthorized use of your card before the card issuer is notified is no more than \$50.00 on each card.

For debit and cash-machine (ATM) cards: Your liability for unauthorized use of your card is no more than \$50.00 if you notify the card issuer of card loss within two business days after you learn of the loss of the card. After that, your liability is up to \$500.00, provided that the card issuer establishes that the unauthorized charges would not have occurred if you had notified the card issuer within the two business day period. In addition, if you do not notify the card issuer within 60 days after a periodic statement showing unauthorized transfers is sent to you, then you will also be liable for the amount of unauthorized transfers that occurred after the 60-day period and before notice to the card issuer, provided that the card issuer establishes that the unauthorized charges would not have occurred if you had notified the card issuer within the 60-day period. Your card issuer's liability policy may provide for lesser liability amounts than indicated above. Consult your card issuer's terms and conditions for specific details. The policy of many card issuers is not to hold cardholders liable. Nothing set forth in your membership materials alters any rights you may have under federal or state law with respect to unauthorized or erroneous transactions on your card accounts. You are not required to have this service to maintain your credit, debit, or ATM cards.

§§ Purchase Protection and Extended Warranty is not available for residents of the states of Maine, Massachusetts and Arkansas.

Σ You must access the retailer's link through the Cash Back Rewards website provided. Purchases you make by going directly to a participating merchant's website do not qualify for cash back. Cash Back Rewards will be issued automatically via check and mailed within 90 days from date of purchase or when your minimum awards amount reaches \$2.00, whichever is later. Participating merchants may change at any time without notice. Merchant restrictions and limitations are provided through each merchant's landing page.

ΣΣ At the end of every quarter, send an Everyday Rebate Rewards request form and receipts for up to \$100 of purchases to receive 10% back for a total of up to \$10 each quarter (up to \$40.00 annually). Receipts must be a minimum of at least \$10 each quarter and membership must be active at time of purchase and redemption to receive a rebate.

◇ Gift card/gift certificate purchases limited to a total of 500 cards annually. Participating merchants may change at any time without notice. Certain restrictions and limitations may apply.

◇◇ My GetAway requires a fully refundable \$50 deposit when requesting reservations. Refer to the My GetAway Registration Form for full terms and conditions.

Ω Valid for two adult non-refundable, non-transferable, coach-class tickets. Access to over 100 major cities in the Continental U.S. Blackout dates apply. Registered recipient and companion must travel on the same itinerary. Registered vouchers will be valid for travel for one year from the date indicated on voucher. Reservations are generally accepted within six months of travel but must be purchased at least 14 days in advance. Round-trip travel must be completed within 30 days. May not be combined with any other certificates, promotions or other offers. Schedules, terms, points of service, and fares are subject to change without notice.\

Ω Ω Fraud Assist Toolbox - Your rights under the Fair Credit Reporting Act (FCRA). Under the FCRA, you have the right to request a free credit report once every twelve months from each of the nationwide consumer reporting agencies. You can request your report from each reporting agency at the same time, or at separate times, in three ways. Go to <http://www.annualcreditreport.com> and either complete the order form online, or print out and complete the Annual Credit Report Request form and mail it to Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281. Or call toll-free 1-877-322-8228 and request a report.

^ **THIS HEALTH DISCOUNT PLAN IS NOT INSURANCE and is not intended to replace health insurance.** This health discount plan does not meet the minimum creditable coverage requirements under M.G.L. c. 111M and 956 CMR 5.00. This health discount plan is not a Qualified Health Plan under the Affordable Care Act. This is not a Medicare prescription drug plan. The range of discounts will vary depending on the type of provider and service. The health discount plan does not pay providers directly. Health Discount Plan members must pay for all services but will receive a discount from participating providers. The list of participating providers is at [www.careington.com/co/provider](http://www.careington.com/co/provider), printed on the membership ID card. A written list of participating providers who have contracted with the health discount plan organization is available upon request. You may cancel within the first 30 days after receipt of membership materials and receive a full refund. Discount Medical Plan Organization and administrator: Careington International Corporation, 7400 Gaylord Parkway, Frisco, TX 75034; phone 800-441-0380; [www.careington.com](http://www.careington.com).

All health discount plans are administered by Careington International Corporation a discount medical plan organization. The health discount plan and its administrators have no liability for providing or guaranteeing service or the quality of service rendered. **This is NOT**

**Insurance and cannot be used in conjunction with any health insurance.** You should check any insurance benefits you have before using this discount plan, as those insurance benefits may result in lower costs to you than using this health discount plan. The health discount plan provides for discount specialty health care services from participating practitioners. You are obligated to pay for all health care services but will receive a discount from those health care practitioners who have contracted with the health discount plan. If your health discount plan does not include the prescriptions discount plan, claims will not be available through this health discount plan. Prescription claims through this health discount plan will not be eligible for reimbursement through Medicaid, Medicare or any other government program. Call the toll-free number on the back of your ID card to file a complaint related to this health discount plan. Participating pharmacies are solely responsible for all professional services that are provided to consumers, and the traditional relationship between practitioner and patient shall in no way be affected or interfered with by the health discount plan. Information presented is general in nature and is not meant to replace the advice of health care professionals. You assume all risk associated with the use of any and all content related to the health discount plan and agree that any decisions made about a health care professional or obtaining care are exclusively your responsibility.

This health discount plan is not available in Iowa, Florida, Nevada, Vermont and Washington.

All Services in Sync services and benefits are provided by Affinion Benefits Group, LLC in conjunction with the Association. Affinion Benefits Group, LLC does not receive any compensation from the sale of the identity theft insurance benefit included as part of the Services in Sync Service. Any part of the Services in Sync service may be modified or improved at any time and without prior notice. Services in Sync is a service mark of Affinion Benefits Group, LLC.

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