

MEMBER AGREEMENT

ADP Employee Exclusives payment plans: If you have elected payroll deductions through the ADP Employee Exclusives program, you are authorizing ADP to deduct the fees for the **CAREINGTON** plan you have selected from your first paycheck of each month. This charge shall remain in force until you notify **CAREINGTON International** Corporation in writing of its cancellation.

Renewal Conditions: This plan will automatically renew at the end of your membership term on an annual basis. ADP will continue the paycheck deductions automatically (assuming your employer continues to receive ADP services that include payroll deduction features.)

Termination Conditions: **CAREINGTON International** reserves the right to terminate plan members from its plan for any reason, including non-payment.

Cancellation Conditions:

You have 45 days from the date you join to use the plan risk-free. If for some reason within 45 days you are dissatisfied with the plan and wish to cancel, please send a cancellation letter with your name and member number to Member Services, **CAREINGTON International** at 7400 Gaylord Parkway, Frisco, Texas 75034.

Limitations, Exclusions & Exceptions: This program is a discount membership program offered by **CAREINGTON International** Corporation. **CAREINGTON** is not a licensed insurer, health maintenance organization, or other underwriter of health care services. No portion of any provider's fees will be reimbursed or otherwise paid by **CAREINGTON**. **CAREINGTON** is not licensed to provide and does not provide medical services or items to individuals. You will receive discounts for medical services at certain health care providers who have contracted with the plan. You are obligated to pay for all health care services at the time of your appointment. Savings are based upon the provider's normal fees. Actual savings will vary depending upon location and specific services or products purchased. Please verify such services with each individual provider. The discounts contained herein may not be used in conjunction with any other discount plan or program. All listed or quoted prices are current prices by participating providers and subject to change without notice. Any procedures performed by a non-participating provider are not discounted. From time to time, certain providers may offer products or services to the general public at prices lower than the discounted prices available through this program. In such event, members will be charged the lowest price. This plan does not discount all procedures. Providers are subject to change without notice and services may vary in some states. It is the member's responsibility to verify that the provider is a participant in the plan. At any time **CAREINGTON** has the right to eliminate a Participating Professional from the respective network in which they are associated and may substitute Provider networks at its sole discretion with proper notice to the member. **CAREINGTON International** cannot guarantee the continued participation of any provider. If he or she leaves the plan, you will need to select another provider. Providers contracted by **CAREINGTON** are solely responsible for the professional advice and treatment rendered to members and **CAREINGTON** disclaims any liability with respect to such matters. Services and service providers may change or be discontinued at any time with prior notice as required by law.

Complaint Procedure: If you would like to file a complaint or grievance regarding your plan membership, you must submit your grievance in writing to: Member Services, **CAREINGTON International** at 7400 Gaylord Parkway, Frisco, Texas 75034.

Disclosures:

1. Please note that **THIS IS NOT INSURANCE.**
2. The plan provides discounts at certain health care providers for medical services.
3. The plan does not make payments directly to the providers of medical services.
4. Plan members are obligated to pay for all health care services but will receive a discount from those healthcare providers who have contracted with the discount medical plan organization.
5. Discount Medical Plan Organization and administrator: **CAREINGTON International** Corporation, 7400 Gaylord Parkway, Frisco, TX 75034; phone 800-441-0380.

Note to Utah residents: This contract is not protected by the Utah Life and Health Guaranty Association. The program and its administrators have no liability for providing or guaranteeing service by providers or the quality of service rendered by providers.

None of ADP, Inc. or its affiliates has any legal affiliation with or ownership interest in **CAREINGTON International** Corporation, and is not responsible for any aspect of the products or services under this program except for the availability of the payroll deduction option for program fees while you remain an employee of an eligible ADP payroll client.