



SALUD LATINA LLC (DBA CERTUS HEALTH) ROUTINE CARE SAVINGS CLUB

MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) constitutes the entire agreement between the Member (“You”), and Salud Latina LLC (“Certus Health”) regarding membership in Certus Health’s Routine Care Savings Club (“Club”). This Agreement supersedes any and all prior agreements between the parties, whether oral or written, with respect to the subject matter of this Agreement.

The use of the services discussed in this Agreement ("Services") is conditioned upon your compliance with the terms contained in the Agreement.

1. MEMBERSHIP BENEFITS

Your household (defined as all relatives living at the same physical address) is entitled to a series of **wholesale** prices from participating healthcare professionals for **routine, preventive, and non-catastrophic** healthcare Services when You present your membership credentials (also known as a membership card). Current participating healthcare professionals, their services, and their prices are available to You on the Certus Health website and by calling toll-free telephone 1-888-786-4725. If a participating healthcare professional determines that You require services that are beyond those advertised by Certus Health, those services will be provided at the discretion of the participating healthcare professional with your acknowledgement and shall not be governed by this Agreement.

2. MEMBERSHIP RATES

Membership rates are charged per household. Each household will be charged a membership fee of either: 1) **\$129.00 (U.S.) per year**, or 2) **\$15.00 (U.S.) per month**.

3. LENGTH OF MEMBERSHIP TERM

Each membership term is for a period of **one year** payable in either monthly or annual installments as described in paragraph 2. Once the term expires, if You chose the “auto draft” or “auto bill” option upon signing up, your enrollment in the Club will **automatically be renewed** unless You cancel your membership. Reminders for renewals and payment notifications will be sent by e-mail.

4. TERMINATION OF MEMBERSHIP

You may cancel your membership in the Club for any reason during the first 30 days and receive a full refund on your investment. If You are enrolled in the Club on a yearly basis, You may cancel your enrollment at any time after the first 30 days and receive \$5.00 per month for each **full** month left in the membership term. If You are enrolled in the Club on a monthly basis, You will not be charged another month of fees on the next billing cycle.



Upon cancellation You agree to NOT use your Certus Health membership credential to solicit Services from Certus Health's participating healthcare professionals at Certus Health's wholesale prices. If You use your canceled membership credentials to obtain Services from Certus Health's participating healthcare professionals at Certus Health's wholesale prices, You will be charged \$15.00 per month.

Certus Health reserves the right to terminate your access to the Service if You do not use the Service according to the terms and conditions defined in this Agreement. If Certus Health cancels your membership for any reason other than nonpayment of fees, Certus Health shall make a pro rata reimbursement of all periodic charges to You. Notice of termination will be sent to You by mail.

5. MEMBERSHIP COVERS PREVENTIVE, ROUTINE, NON-CATASTROPHIC CARE ONLY

The wholesale priced Services available to You are for preventive, routine, non-catastrophic care only. They **do not** include treatment of existing illnesses, injuries, urgent care, emergency room visits, hospital stays, maternity services, and rehabilitation services. **Certus Health's Routine Care Savings Club is NOT insurance.** It is understood and agreed that Certus Health is NOT engaged in the practice of medicine, the practice of providing insurance, and does not pay or provide for the cost of medical care. Certus Health strongly encourages existing and potential members to purchase or have catastrophic health insurance for catastrophic medical expenses.

6. HEALTHCARE PROFESSIONALS

Inclusion of a healthcare professional in the Participating Provider List does not imply referral, endorsement, or recommendation by us or our suppliers, nor does omission of any individual or facility signify disapproval. Although we update the Participating Provider List regularly, we do not guarantee that all healthcare professional information is current and accurate. In addition, any ratings and reviews of doctors and hospitals by other Club Members are opinions as expressed by these consumers. Any reliance upon this information is solely at your discretion and we make no representation that information provided by those posting ratings and reviews is complete or accurate. The provider and hospital information, reviews and/or ratings may be based on historical information and practices and should not be considered any form of representation that such historical information or practices are still accurate or will continue in the future. We and our suppliers are not responsible for the medical treatment or lack of treatment that You receive from any doctor or hospital in this Participating Provider List. This information is not verified or fact-checked by us or our suppliers. You are solely responsible for any decisions or actions You take based on information provided in the Doctors, Hospitals & More area.



7. APPLICATION OF WHOLESALE RATES

You must present your membership credentials to receive the wholesale rates charged by the participating provider. The wholesale rates charged by participating providers may differ by geographic region and particular provider. The decision to seek services at a particular provider, whether on the Participating Provider List or not, is completely a choice made by You. You are required to pay the entire amount of the discounted rate. Certus Health does not guarantee that every provider, even if listed, will comply with the wholesale program. Please contact Certus Health's Customer Care Center if You experience any problem with the price charged for Services by a provider. The toll-free Customer Care number is listed on the back of your card.

8. CHANGES TO THE SERVICES

We may from time to time add new Services, substitute a new Service for an existing Service, or discontinue an existing Service. Information about new Services will be included on the Certus Health website and available by calling toll-free 888-786-4725, and the use of new Services will be governed by this Agreement.

9. LOST CARD

If your card is lost or stolen, contact a Customer Care Representative to obtain a replacement. The cost for replacing a card is \$10 (U.S.)

10. DISCLAIMER OF PROFESSIONAL LIABILITY

Healthcare professionals participating in the medical services savings program are solely responsible for all professional services that are provided to Club Members, and the traditional relationship between physician and patient shall in no way be affected or interfered with by Certus Health or any terms of this Agreement. Certus Health does not endorse, refer, recommend or guarantee the healthcare professionals listed on the Certus Health Web site and makes no representations or warranties about the type of services, quality of care, source of payment or billing practices of such physicians.

Certus Health does not provide medical advice. Information available through the Certus Health Club or Web site is not intended to constitute offers to sell or solicitations in connection with any healthcare professional or product. Information presented is general in nature and for informational purposes only, and is not meant to replace the advice of healthcare professionals. Information is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions You may have regarding a medical condition or if You have specific healthcare needs. Never disregard professional medical advice or delay in seeking it because of something You have heard or read through this Service.



Your access or use of the Club and the Services does not create in any way a physician/patient, confidential, or privileged relationship, or any other relationship that would give rise to any duties on our part or the part of our suppliers. Certus Health does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned through the Certus Health Club and Web site. If You think You may have a medical emergency, call your doctor or 911 immediately. Reliance on any information provided by Certus Health, its employees, its independent contractors, or other Club Members is solely at your own risk. You acknowledge and agree that You assume all risk associated with the use of any and all content related to the Certus Health Club and Web site, and that any decisions made about a healthcare professional or obtaining care are exclusively your responsibility. Certus Health does not guarantee the credentials of any participating healthcare professional.

11. PRIVACY STATEMENT

Certus Health complies with all State and Federal regulations regarding Club Member privacy. We may share Aggregate Information about You with third parties. This is information that is combined with the information of other users and does not allow You to be identified or contacted. Depending on the circumstances, we may or may not charge third parties for this Aggregate Information. We also may not limit the third parties' use of the Aggregate Information. The Certus Health **Privacy Policy, attached as Exhibit A and incorporated into this Agreement**, explains the information practices that apply to the personal information we have about You, as well as the choices You can make about the ways this information is used. You consent to the transfer of this information to and within the United States or other countries for processing and storage by us. Additionally, You agree that we, and vendors acting on our behalf, may use your personal information to authenticate You on any Service or the Site.

12. SECURITY

Security is a matter of protecting data from unintended use, loss, misuse, counterfeit, and accidental or unauthorized alteration. It extends from data collection through storage, retrieval and processing through transmission. It includes backup and recovery procedures. We have installed a number of security measures to protect the confidentiality of your personal information. Be advised that although we endeavor to provide a secure and reliable environment, absolute confidentiality cannot be guaranteed.

13. ADVERTISEMENTS AND LINKS TO OTHER WEB SITES

The Certus Health website may contain links to other websites. The linked sites are not under the control of Certus Health and a link to our website does not represent an endorsement or recommendation of any other website. Certus Health is not responsible for the content of any linked website and does not make any representation as to the content or accuracy of information contained on any linked site. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these other sites.



Sponsors, partners or advertisers on the Certus Health website may use their own cookies to collect non-personal information about You when You click on their advertisement or link to their site or service, or even if the advertisement simply appears on a page that You are viewing. Certus Health does not control these third parties' use of cookies or how they manage the non-personal information they gather through them. You should review the privacy policy of other sites You visit or link to from the Certus Health website to understand how these other sites use cookies and how they use the information they collect through the use of cookies on their own sites.

You may see advertisements to other businesses in the Certus Health Web site, or when receiving newsletters, mail outs, promotional items, and product samples. Please keep in mind that any dealings that You have with advertisers found through the Certus Health are between You and the advertiser and You acknowledge and agree that neither we nor our suppliers are liable for any loss or claim You may have against an advertiser. **Certus Health does not endorse any product, service, or treatment advertised on the Certus Health Web site.**

14. SURVEYS

We may occasionally conduct surveys. Participation in these surveys is completely voluntary. We use information from surveys to better understand the needs of our Members and to gather information about health care trends and issues. Questions and answers are stored, and may be used as Aggregate Information, but they are not linked to identifying information about You and will not be shared with third parties. The ratings from these surveys are not verified or endorsed by us, and they do not purport to provide statistically relevant information.

15. DISPUTE RESOLUTION PROCEDURE

You may file a complaint relating to the availability of contracted discounts or services described in this agreement by writing with Certus Health's Privacy Officer at

Chief Privacy Officer
Salud Latina LLC
3522 Polk St. Ste. 205
Houston, TX 77003

Members may also file a complaint with the Texas Department of Licensing and Regulation at www.license.state.tx.us/Complaints or by calling toll free at 1-800-803-9202.

16. COPYRIGHT AND TRADEMARK OWNERSHIP

The Service, website, and all promotional or reference materials are the exclusive property of Certus Health and are protected under both foreign and domestic trademark and copyright laws. Protected contents include such items as text, logos, images, icons, software and other materials. Unauthorized use of the Certus Health trademark will subject You to prosecution.



You may not copy, create or derivate works or compilations of, rent, sublicense, lease, sell, loan or otherwise transfer to any third party any of the protected materials, and You may not use such data for purposes other than searching for information on healthcare professionals for personal use.

17. MODIFICATION OF TERMS

Certus Health reserves the right to modify the terms contained in this Agreement. Written notice of any material changes to this Agreement will be mailed to You prior to the effective date of the change. If we make changes that we believe will have a material impact on your use of the Club and Services, we will let You know by sending You mail if we have a current mailing address for You, and by noting on the website that the Terms of Service have been updated. If You disagree with the changes to these Terms of Service, terminate your membership with the Club. Certus Health shall make a pro rata reimbursement of all periodic charges to You. Notice of termination will be sent to You by mail.

18. VENUE AND GOVERNING LAW

This Agreement shall be construed in accordance with the law of the State of Texas, without regard to its choice of law rules, and any claim arising hereunder shall be brought in the courts of Harris County.

19. SEVERANCE OF TERMS

If any of the above provisions are deemed invalid for any reason, the remainder of the Agreement shall remain valid and in effect.

20. INDEMNIFICATION

Upon a request by us, You agree to defend, indemnify, and hold harmless us, our employees, contractors, officers, directors, agents, parent, other affiliated companies, and suppliers, from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of the Club and the Services. We reserve the right to assume control of the defense of any third party claim that is subject to indemnification by You, in which event You will cooperate with us in asserting any available defenses.