Welcome to The PREMIUM Club!

Thank you for joining The PREMIUM Club. “Company”, “we”, “us”, and “our” means CAPITAL Enhancement Services, LLC. “You” or “your” means the person enrolled in The PREMIUM Club. “Marketer” means any person or company (not us) who offers or markets The PREMIUM Club to you. “Supplier” means any person or company (not us) who supplies or provides a Premium Club-related product or service to you. “Bank” means the issuer of your credit card to which The PREMIUM Club membership fees are billed. The Company, the Marketers, the Suppliers and the Bank are sometimes referred to in these Terms and Conditions as the “Premium Club Parties.”

This Agreement defines the terms and conditions of The PREMIUM Club. By enrolling in The PREMIUM Club, you agree to these terms and conditions. The terms and conditions may be amended from time to time and you will be notified of any significant changes.

General Terms and Conditions about The PREMIUM Club Benefits.

You will find many brand name products and services available through The PREMIUM Club. Our Suppliers were specifically selected to help you save money through discount pricing on typical and common purchases.

1. Gift Services. Gift items may vary and are subject to availability, delivery rules, and times. Discounts cannot be combined, are not available on all products, and are subject to restrictions and blackout periods. Applicable service fees, shipping charges and taxes are extra. Gift Services are subject to change without notice.

2. Eye Care Services. Eye care discounts cannot be combined and may be subject to restrictions. Services may vary and are subject to change without notice.

3. Car Rental Services. Car rental discounts apply to base rate only. Taxes and other government surcharges, license, air tax and concession fees, vehicle license fee, road fee, premium location charges, airport and airport facility fees, fuel, additional driver fee, one-way rental charge and optional items are extra. You must meet standard age, driver and credit requirements which may vary. Advance reservations are required. Car rental discounts may not be combined with other discounts. Availability may be limited and is subject to change without notice. Offer valid at participating locations and blackout periods may apply.

4. Lodging Services. Lodging services are subject to availability and blackout periods may apply. Advanced reservations are required. Lodging discounts vary by location and discount is off the regular rack rate and cannot be combined with other discounts, offers or special promotions. There is no cash value associated with lodging services. Terms are subject to change without notice.

5. Hotel Safety Tips Guide. The Hotel Safety Tips section of The PREMIUM Club membership kit is general safety information only. This information may or may not apply to your particular situation. There may be additional precautions needed to ensure the safety of your stay. Please consult with a local law enforcement agency for further information.

6. Credit Essentials Guide. The information contained in The PREMIUM Club membership kit is general financial management information. This information may or may not apply to your particular situation and should not be considered as financial advice. Please contact a financial advisor for additional information.

7. Protection Services. In order to receive the Key Tag Protection, you must complete the registration. We cannot provide the benefits without the registration.
8. The PREMIUM Club Shopping Mall Rewards Program Disclosures. You can earn Cash Back Rewards that will be applied to your enrolled Credit Card Account by shopping online at The PREMIUM Club Shopping Mall (“Mall”). You may get access to the Mall by signing into your credit card website printed on the back of your card and selecting the Mall link. There is no additional cost for you to use the Mall website. Each merchant offers different cash back rewards; there may be some exclusions but they will be displayed in the Mall. You will earn the cash back reward points whenever you make purchases through the Mall. One point in credit equals $1 in rewards. Rewards will be issued in the form of a credit to your monthly card statement. Rewards will be posted the first business day after the 45th day from the date of shipment. If you go to an affiliate or different merchant website through a link on the participating merchant’s page, any purchases made on the secondary merchant website do not qualify for rewards. We reserve the right to reverse points awarded to you without limitation including erroneous rewards or attempted fraud. Merchandise returned after the redemption has occurred may cause your reward balance to go negative. If your credit card number is changed for any reason including lost or stolen, please notify us immediately and we will transfer your rewards to the new account. If you close your credit card account, we reserve the right to close access to The PREMIUM Club Shopping Mall. We reserve the right to cancel or to change the Mall program at any time without notice. Additional information is available in the online agreement concerning how we handle data collection, personal information, information security, the use of “cookies” and privacy treatment. You cannot transfer points to any other person or program account. Additionally, points cannot be transferred by operation of law such as inheritance, bankruptcy or divorce.

9. Rx Prescription Discounts. This plan provides discounts on prescription medications at specific pharmacies. THIS PLAN IS NOT INSURANCE. This plan does not make payments directly to the pharmacies. The plan member is obligated to pay for all prescriptions but will receive a discount from those pharmacies who have contracted with the discount plan organization. The range of discounts provided under the plan will vary depending on the type of prescription and provider. The discount prescription program makes available a list of program providers, including the name, city, and state of each program provider located in the cardholder’s service area. New Benefits will receive and retain a fee from network providers for eligible prescriptions. Pharmacy Discounts are NOT insurance and are NOT intended as a Substitute for Insurance. The discount is only available at participating pharmacies. This plan is not insurance coverage and does not meet the minimum creditable coverage requirements under the Affordable Care Act or Massachusetts M.G.L c.111M, 956 CMR 5.00. Discount Medical Plan Organization: New Benefits, Ltd., Attn: Compliance Department, PO Box 671309, Dallas, TX 75367-1309, 800-800-7616. Website to obtain participating providers and Terms and Conditions: www.locateproviders.com.

10. Other Terms. Products or services will not be provided if prohibited by a federal or state law. We are not responsible or subject to any communication, representation, agreement or statements about The PREMIUM Club that are made by any other Premium Club Party. The Premium Club Parties are independent contractors.

11. Club Membership Fees. The PREMIUM Club membership begins on the date the first monthly membership fee is billed and continues until your membership is canceled or terminated as discussed below.

12. Termination of Membership. If you wish to terminate your membership, you must notify us in writing at The PREMIUM Club, PO Box 84634, Sioux Falls, SD 57118-4634. You may also cancel by telephone. We may cancel your membership in The PREMIUM Club at any time for any reason. Your benefits under the program discontinue immediately upon termination of your membership and you agree not to use The PREMIUM Club discounts after cancellation. If The PREMIUM Club was offered to you by a Marketer, we are not responsible for any refund, membership fee or other claims.
13. Relationship Between us and other Premium Club Parties. If you have an agreement with any other Premium Club Party, you cannot enforce that agreement against us. Nothing in this agreement allows us to act on behalf of other Premium Club Parties and no other Premium Club Parties are authorized to act on behalf of us. Nothing in this agreement creates a joint venture or partnership between any of the Premium Club Parties.

14. Disclaimer of Warranties and Limitation of Liability. You understand that we arrange for the Suppliers to provide the goods and services for The PREMIUM Club. We are not a Supplier. This is a service agreement and not an agreement to sell goods. The Uniform Commercial Code ("UCC") does not apply to the relationship between us and you. WE MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO ANY GOODS OR SERVICES PURCHASED BY YOU USING YOUR PREMIUM CLUB MEMBERSHIP. THIS INCLUDES BUT IS NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. WE ARE NOT LIABLE FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES NOR ARE WE LIABLE FOR ANY ATTORNEY FEES OR COSTS RELATING TO THE GOODS AND SERVICES PURCHASED BY YOU USING YOUR PREMIUM CLUB MEMBERSHIP. We would like to hear about any unsatisfactory experience that you may encounter with any Supplier. However, you agree to seek resolution from the applicable Supplier.

15. Taxes. All applicable sales and use taxes for your use or purchase of products or services are your responsibility or the responsibility of the Supplier and we will have no liability.

16. Changes in Terms and Conditions. We reserve the right to add, delete or change any of the Suppliers, products, or services provided by this program. We also reserve the right to change the Terms and Conditions of the program from time to time. Changes will take effect immediately and you will be notified. You can also call or write to us to request a copy of our current Terms and Conditions. The products and services provided by this program are subject to availability by our Suppliers.

17. Entire Agreement. These Terms and Conditions constitute the entire agreement between you and us. Any other communications, representations, agreements or statements about The PREMIUM Club that do not align with these Terms and Conditions are not valid.

18. Assignment. Your membership in The PREMIUM Club is not transferable by you. However, we may assign your membership to another company at any time.

19. Updating Your Information. You agree to provide us with changes to your name, address, telephone number, or e-mail address upon our request or through your written request.

20. Severability. If any of these Terms and Conditions are found to be unenforceable or its scope narrowed by Court ruling, the invalid portion or scope reduction will not affect the validity of any other provision. This Agreement will be understood as if the invalid or unenforceable provision had been written and limited by the court and read as legally unenforceable under applicable law while remaining Terms and Conditions shall continue in full force and effect.

21. Applicable Law. You agree that The PREMIUM Club and these Terms and Conditions will be governed solely by the laws of the state of South Dakota without regard to any conflict of law provisions, where you live or where a transaction takes place.
22. ARBITRATION: PLEASE READ THIS CAREFULLY. YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN YOU AND US AND WILL NOT BE PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.

Agreement to Arbitrate: You and we agree that any dispute will be resolved by arbitration. This Agreement is governed by the Federal Arbitration Act (FAA), 9 USCS § 1 et seq. and the substantive law of the state of South Dakota.

Definitions: Arbitration is a means of having an independent third party resolve a dispute. A “dispute” is any controversy or claim between you and us. The term dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present or future, including events that occurred prior to the opening of this account), based on any legal or equitable theory (tort, contract or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief or declaratory relief). A dispute includes, by way of example and without limitation, any claim based upon federal or state Constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability or scope of this arbitration agreement. The term “you” includes any authorized user and also your heirs, guardian, personal representative or trustee in bankruptcy. The term “us” includes our employees, officers, directors, attorneys, affiliated companies, predecessors and assigns, as well as our marketing, servicing and collection representatives and agents.

Selection of Arbitrator: If a dispute arises, the party asserting the claim or defense must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing arbitration may initiate and pursue the matter with the American Arbitration Association (“AAA”) or JAMS, The Resolution Experts or we may agree upon a different arbitrator described below. If you claim you have a dispute with us, but do not initiate arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of arbitration and forms and instructions for initiating arbitration by contacting them as follows:

• American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605 Website: http://www.adr.org.

• JAMS, The Resolution Experts, 1920 Main Street, Suite 300, Irvine, CA 92614, Website: http://www.jamsadr.com or by phone at (949) 224-1810 or (800) 352-5267.

The policies and procedures of the arbitrator will apply provided that they are consistent with this arbitration agreement. To the extent the arbitrator’s rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement shall apply. If either of the arbitration firms are not available to adjudicate the matter, or if neither is convenient or acceptable to you, you and we may agree on one or more neutral arbitrators. If you and we cannot agree on arbitrator(s), an arbitrator will be appointed by a court with jurisdiction over the matter pursuant to the FAA.
Cost of Arbitration: We will pay the filing fee and any costs or fees charged by the arbitrator regardless of whether you or we initiate the arbitration. Except where otherwise provided by applicable law, each party will be responsible for its own attorneys’ fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs and reasonable attorneys’ fees to the party who substantially prevails in the arbitration.

Place of Arbitration: Unless you and we agree to a different location, the arbitration will be held in the same city as the U.S. District Court closest to your then-current mailing address. The arbitrator may decide the matter based upon written submissions by the parties if permitted under the arbitration rules.

Waiver of Rights: You are waiving your right to a jury trial, to have a court decide your dispute, to participate in a class action lawsuit and to certain discovery and other procedures that are available in a lawsuit. The arbitrator has the ability to award all remedies available by statute, at law or in equity to the prevailing party. You and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between you and us. If an arbitration firm or arbitrator fails or refuses to enforce the waiver of class-wide arbitration, then the dispute will proceed in court. The validity, effect and enforceability of this waiver of class action lawsuit and class-wide arbitration is to be determined solely by a court of competent jurisdiction and not by the arbitration firm or arbitrator. If such court refuses to enforce the class-wide arbitration waiver, then it is agreed the dispute will proceed in court rather than arbitration.

Review of Arbitration Award: The arbitrator shall apply applicable federal and South Dakota substantive law and the terms of your Agreement with us. The arbitrator shall make written findings and the arbitrator’s award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with your Agreement with us and applicable law or may be set aside by a court upon judicial review.

Other Provisions: If any portion of this arbitration agreement is subsequently deemed unenforceable, the enforceability of any other provision of this arbitration agreement shall not be affected and the unenforceable term shall be amended such that it is enforceable to the maximum extent permitted by law provided that if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire dispute be heard by a Judge, sitting without a jury, under applicable court rules and procedures. This arbitration provision shall survive: (i) termination or changes in your Agreement with us; (ii) termination of your membership in The PREMIUM CLUB; (iii) the bankruptcy of any party; and (iii) any transfer, sale or assignment to any other person or entity.

Right to Opt-Out: If you do not wish to agree to arbitrate all disputes with us, you must advise us in writing at the following address within thirty (30) days of our mailing this Agreement to you at the most recent mailing address we have for you: The PREMIUM Club, PO Box 84634, Sioux Falls, SD 57118-4634.

23. Privacy Notice. Your privacy and security of your personal information is important to us. This policy explains how we gather, share, collect, use and ensure privacy of your personal information. We may obtain information about you from membership enrollment forms or information from you or Suppliers about your participation in various products or services. The information that you provide to us (name, address, telephone number or other collected information described above) will not be shared whether it be in writing, electronic or any other means. However, we may be required to provide information about you to third parties outside of the Company without your consent, as permitted by law, which may include a response to a subpoena, court order or other judicial or regulatory authority process. The information provided is limited to only what is legally required of us. Our employees are only allowed to view the minimum information necessary to perform their job functions to administer the benefits of your membership.
We maintain strict physical and electronic safeguards with improvements on a regular basis to ensure your personal information is well protected.