

## Care Accelerator Discount Health Terms and Conditions

Care Accelerator Discount Health Program (“Care Accelerator” or “Program”) packages are available to Sam’s Club Members to purchase. Any members purchasing and subscribing to the Care Accelerator Discount Health Program (each a “Member”) are subject to these Terms and Conditions. These Terms and Conditions, the ID card, and Enrollment Application constitute the entire Agreement between the Sam’s Club and Member. Care Accelerator is not available in all states and discounts on professional services are not available where prohibited by law. Sam’s Club will make available before purchase and upon request, a recent list of Program participating providers and the providers’ city, state and specialty, located in a prospective Member’s service. Please communicate any questions that arise to Sam’s Club Representative available at 1 (888) 746-7726 Monday-Saturday 7 AM-11 PM CST  
Sunday 10 AM-8 PM CST

**THE CARE ACCELERATOR DISCOUNT HEALTH PROGRAM IS A DISCOUNT MEDICAL PROGRAM AND IS NOT HEALTH INSURANCE. CARE ACCELERATOR PROVIDES DISCOUNTS ONLY AT CERTAIN HEALTH CARE PROVIDERS FOR HEALTH CARE AND HEALTH RELATED SERVICES. MEMBER IS OBLIGATED TO PAY FOR ALL HEALTH CARE SERVICES BUT WILL RECEIVE A DISCOUNT FROM THOSE HEALTH CARE PROVIDERS WHO HAVE CONTRACTED WITH SAM’S CLUB TO PARTICIPATE IN CARE ACCELERATOR (EACH A “PARTICIPATING PROVIDER,” COLLECTIVELY, “PARTICIPATING PROVIDERS”). CARE ACCELERATOR MAY NOT BE USED IN CONNECTION WITH ANY HEALTH INSURANCE PROGRAM. CARE ACCELERATOR DOES NOT MAKE PAYMENTS TO PARTICIPATING PROVIDERS FOR HEALTH CARE SERVICES RENDERED TO MEMBERS. EQUAL OR LOWER PRICES MAY BE AVAILABLE THROUGH INDIVIDUAL NEGOTIATIONS. SAM’S CLUB HAS NO LIABILITY FOR PROVIDING SERVICES OR GUARANTEEING SERVICES OR FOR THE QUALITY OF SERVICES RENDERED. PARTICIPATING PROVIDERS AND RESPECTIVE DISCOUNTS ARE SUBJECT TO CHANGE WITHOUT NOTICE AND ARE NOT AVAILABLE IN ALL AREAS. PHARMACY, EYE EXAM, EYEWEAR, AND HEARING DISCOUNTS ARE AVAILABLE ONLY AT PARTICIPATING SAM’S CLUB LOCATIONS. TAXES OR OTHER FEES MAY APPLY TO PROGRAM OR SERVICES. TERMS SUBJECT TO CHANGE WITHOUT NOTICE. SEE [SAMSCLUB.COM](https://www.samsclub.com) OR YOUR LOCAL SAM'S CLUB PHARMACY FOR DETAILS.**

**Program:** Upon purchase of a Care Accelerator package and completion of the Care Accelerator Enrollment, Member is entitled to receive discounts off the retail price on specified services from Participating Providers. The effective date is the Member’s date of enrollment. Participating Provider discounts through Care Accelerator are available to Member beginning on the Enrollment Date and continuing for twelve (12) months. Enrollment will automatically terminate after the twelve (12) month. Members may cancel their enrollment at any time and may be provided a pro-rated refund of certain Program enrollment fees. Amounts paid by Member to Participating Providers for services are not refundable by Sam’s Club.

**Discounts:** Discount savings claims are based on typical annual utilization for that service, and the typical service price without discounts or insurance. Discounts do not apply to purchases submitted to any health benefit program, pharmacy benefit program, insurer, or state/federal government health care program (including Medicare and Medicaid). The discounts offered through Care Accelerator may not be used in conjunction with any other discount, discount plan, coupon or health care insurance program. In order to receive services at the discounted rate, a Member must present his/her Membership ID Card to the Participating Provider before services are rendered. Members must pay the Participating Provider directly at the time of service unless other payment arrangements have been agreed to by between Participating

Provider and Member. If prompt payment to the Participating Provider is not made, the Participating Provider may rescind the discount. Member may be subject to other terms and conditions, limitation and exclusions regarding services, eligibility restrictions for discounts imposed by Participating Providers and are subject to change from time to time and without notice. Not all services offered by a Participating Provider may be eligible for a discount. Except as may otherwise be prohibited by law, Participating Providers have a right to deny or refuse to provide services to any individual.

**Pre-Paid Mastercard:** This card is issued by Avidia Bank, Member FDIC, pursuant to license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. This card cannot be used at any ATM or to obtain cash. Use of the pre-paid card is subject to the Pre-Paid Card Agreement between Member and Avidia Bank. See your Care Accelerator account document for details.

**Membership Agreement:** In consideration for the membership in and discounts available from Participating Providers, Member makes the following representations and acknowledgments: (1) Member has read and agrees to these Terms and Conditions; (2) Member is aware and acknowledges that the Program is NOT insurance, it may not reduce deductibles, copayments or other out-of-pocket expenses for services that are covered by insurance, and it cannot be used in conjunction with health care insurance programs or to coordinate coverage with Medicare or other government assistance programs; (3) membership in Care Accelerator and/or Member's rights or duties under this Agreement may not be assigned or delegated without the prior express written consent of Sam's Club; (4) Member acknowledges that the Care Accelerator membership is only for his/her personal benefit or the benefit of his/her immediate family members (if a family membership is selected by Member); (5) Member is responsible for paying Participating Providers and/or vendors for services rendered at time of service unless otherwise agreed upon by Member and Participating Provider; and (6) Member solely responsible for selecting any health care provider or service provider and in the event the Member is dissatisfied with any product or service from a Participating Provider, Member will look solely to the Participating Provider, seller/manufacturer for any satisfaction of claim. A breach by Member of any Terms and Conditions may, at the discretion of Sam's Club, result in Member's immediate termination of the Program membership.

**Use of Information:** Sam's Club collects personally identifiable information and other information about Members ("Member Information") through the Enrollment Application, the use of our websites, social media pages and software applications that we make available for use on or through computers and mobile devices. A Member's personally identifiable information is information that can be used to contact or identify the Member. Name, home address, telephone number and email address are examples of personally identifiable information. Sam's Club does not sell, rent, loan or give personal information to any non-affiliated third parties except as described herein and Sam's Club's general privacy policy. Sam's Club will use Member Information in order to operate the Program and to provide services to Members. Sam's Club may share Member Information with its affiliates, Participating Providers and other Care Accelerator partners that provide services on our behalf to carry out the terms of the Care Accelerator Program. Sam's Club may also contact Members with information about services or use Member Information to send email alerts, newsletters or similar communications.

The discount services offered through Care Accelerator are provided by third-parties (including the Participating Providers). The use of these third-party services may require additional registration or enrollment. Member is under no obligation to provide information to these third parties and may decline by not using that service. When you register to use or use some Program services, information, including protected health information and other personally identifiable information, may be collected and retained

by Participating Providers, their affiliates or other third-parties. Sam's Club does not control and makes no representations as to the use of Member information by such third-parties. Member should carefully review the privacy policies of these Participating Providers and make informed decision about whether or not to continue to share information with them based upon their privacy practices. Any links to third-party websites are provided for convenience only. Sam's Club is not responsible for the content of linked third party websites. The security and privacy policies on these third-parties may be different than Sam's Club's policies.

Please visit [samsclub.com/privacy](https://samsclub.com/privacy) for more information regarding Sam's Club collection and use of information.

**Notices:** Any notice, consent, complaint, or other written communication directed to Sam's Club must be sent to <http://help.samsclub.com/app/ask>.

**Dental Services:** Discounts on certain dental services are offered through Humana Insurance Company dental provider network. The Discount Dental Member Agreement is attached hereto. The Discount Dental Member Agreement sets forth the terms and conditions related to discount dental services available with membership in Care Accelerator and is solely between Member and Humana Insurance Company. Sam's Club is not a party to the Discount Dental Member Agreement.

**Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL SAM'S CLUB, OR ITS SUPPLIERS OR VENDORS, OR ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, SUPPLIERS, VENDORS, LICENSORS, CO-BRANDERS, OR PARTNERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, OPERATION, OR PERFORMANCE OF THE CARE ACCELERATOR PROGRAM OR THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES, ANY DEFECTS IN THE SERVICES, OR WITH THE PROVISION OF, OR FAILURE TO MAKE AVAILABLE, ANY INFORMATION, FEATURES, PRODUCTS, MATERIALS, OR OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Miscellaneous:** (1) This Agreement sets forth the entire agreement and understanding between the parties with regard to Member's enrollment and membership. Any other representation, inducement, promise or agreement shall be of no force or effect. (2) The validity or unenforceability of any term of these Terms and Conditions and the Agreement contained herein will in no way affect the validity or enforceability of any other term of this Agreement. These Terms and Conditions and the Agreement contained herein will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. (3) A waiver by Sam's Club of a breach of any provision of these Terms and Conditions or the Agreement will not be deemed a waiver by Sam's Club of any other breach of the same or different provision. (4) Sam's Club reserves the right to discontinue or change this discount Program or any Program features at any time.

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# Humana Insurance Company

P.O. Box 769729, Roswell, GA 30076

## Dental Discount Plan Member Agreement

In consideration of the Application made by You, and in consideration of payment by You of the appropriate fees and charges, Humana Insurance Company (hereinafter called "Plan") shall provide access for Plan Members to receive dental services from Participating Dentists at a discount.

### Agreement

This Member Agreement is the entire agreement between You and the Plan. This Member Agreement shall be effective for an initial term of twelve months from the effective date as shown on the Application. Only authorized officers may make changes for the Plan. Such changes must be in writing and attached to this Member Agreement. The Plan reserves the right to amend the Member Agreement from time to time. This Member Agreement is governed by the laws of the state in which You reside.

### Important Notice

This plan is not insurance. This plan provides discounts at certain dental care providers for dental services. This plan does not make payments directly to the providers of dental services. The plan member is obligated to pay for all dental care services but will receive a discount from those dental care providers who have contracted with the discount plan organization. The name and address of the licensed discount medical plan organization is Humana Insurance Company P.O. Box 769729, Roswell, GA 30076. To obtain assistance, additional information or up-to-date lists of providers participating in the discount dental plan, You can visit the Plan's website at [www.Humana.com](http://www.Humana.com), or contact the Plan at P.O. Box 769729, Roswell, GA 30076, or call the following toll-free number.

**For Member Assistance and Plan Information, Please Call (800) 542-1146.**

**Right of Cancellation.** If You cancel the membership within the first 30 days after receipt of the discount card and other membership materials, You shall receive a reimbursement of all periodic charges paid other than money paid as a nominal one-time enrollment fee or money paid by the Member to a Participating Dentist for services or products received. The return of all periodic charges shall be made within 30 days of the date the Plan receives notice of cancellation.

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## **DEFINITIONS**

**You or Your** – means the individual to which this Member Agreement for Dental Discount Plan has been issued.

**Member-** means You and Your covered household members.

**Plan, We, Us or Our-** means Humana Insurance Company.

**Participating Dentist** – means a Participating General Dentist or Participating Specialist Dentist.

**Participating General Dentist** - a licensed general dentist under agreement with the Plan to provide discounted dental services to Plan Members.

**Participating Specialist Dentist** - a licensed specialty dentist under agreement with the Plan to provide discounted dental services to Plan Members.

## **DENTAL DISCOUNT BENEFITS**

When the Member receives dental services from a Participating Dentist, the Participating Dentist will charge the Member the contracted fee amount the Plan has negotiated with the Participating Dentist. Such contract fee amounts typically range from a 20% to 40% discount off the Participating Dentist's usual charges based upon the Participating Dentist's agreement with Us. The range of discounts will vary depending on the Participating Dentist selected and the type of dental services received. The Member may locate a Participating Dentist by using the provider locator on the web at [www.Humana.com](http://www.Humana.com) or by calling (800) 542-1146. There are no waiting periods. The Member simply makes an appointment with a Participating Dentist and presents his/her identification card at the time of the appointment in order to receive the applicable discount. If the Member does not identify him/herself as a Plan Member and present his/her identification card at the time of service, the Participating Dentist is not obligated to honor the discounted rate and may elect to charge the Member his/her usual and normal fee. The Member is responsible to make payment for dental services directly to the Participating Dentist at the time services are rendered. The Plan does not guarantee the quality of the services or products offered by Participating Dentists.

## **ADDING NEW HOUSEHOLD MEMBERS**

Any individual residing in Your household may be added at any time by contacting the Plan and paying the additional charges and fees, if applicable. The newly added individual's access to discount dental services will become effective on the date indicated by the Plan.

## **PAYMENT OF PERIODIC CHARGES**

The mode and method of payment selected by You for payment of periodic charges is shown on Your Application form, as well as any processing fees, if any. If You wish to change the mode or method of payment, You may do so by contacting Us at the address or phone number shown above. You may only change to a mode or method currently offered by the Plan at the time of Your request. Changes will become effective on the date indicated by the Plan.

## **RENEWAL, CANCELLATION AND TERMINATION**

You may cancel the discount membership within the first 30 days after receipt of the discount card and other membership materials by contacting Us at the address or phone number shown above. You shall receive reimbursement of all periodic charges paid other than money paid as a nominal one-time enrollment fee or money paid by the Member to a Participating Dentist for services or products received. Refunds shall be made within 30 days of the date of cancellation.

This Member Agreement may be terminated by You at any time upon 30 days advance written notice. The Plan will cease collecting charges and fees within 30 days of receipt of a written cancellation notice. The Plan may cancel this Member Agreement upon 30 days advance written notice. This Member Agreement will terminate immediately and without notice for failure to pay all appropriate charges and fees. If the Plan cancels the discount membership for any reason other than nonpayment of charges, then the Plan shall make a pro-rata reimbursement of all periodic charges to You.

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## **LIMITATIONS AND EXCLUSIONS**

Dental Discount Benefits are not available for the following:

1. Services for injuries or conditions that are covered under Worker's Compensation or Employer's Liability laws.
2. Services that are provided without cost to the Member by any municipality, county or other political subdivision.
3. Cost of dental care, which is covered under automobile, medical, no fault or similar type insurance.
4. General anesthesia (put to sleep), I.V. sedation, Nitrous Oxide and hospitalization or hospital or medical charges of any kind.
5. Implants and implant related services.
6. Cosmetic dentistry.
7. Services related to altering vertical dimension of teeth, restoration or maintenance of occlusion, splinting teeth or any service to stabilize periodontally weakened teeth, replacing tooth structures lost as a result of abrasion, attrition, erosion or abfraction, or bite registration or bite analysis.
8. Infection control, including but not limited to sterilization techniques.
9. Any surgical or nonsurgical treatment for any jaw joint problems, including any temporomandibular joint disorder, craniomaxillary, craniomandibular disorder or other conditions of the joint linking the jaw bone and skull; or treatment of the facial muscles used in expression and chewing functions, for symptoms including, but not limited to, headaches.
10. Repair and replacement of orthodontic appliances.
11. Broken appointment fees.
12. Discount dental fees are only available through Participating Dentists. No discounts are available when dental services are received from a dentist other than a Participating Dentist. The Plan does not make payments directly to the providers of dental services, nor will the Plan reimburse Members for dental services received.
13. Discounted dental fees available under this Member Agreement do not apply to dental treatments and services received prior to the Member's effective date under this Member Agreement or after termination or cancellation of this Member Agreement.
14. Any Member accepted for orthodontic treatment and who is not a Member of the Plan for the full duration of their treatment may be subject to the Participating Dentist's usual fees at the discretion of the Participating Dentist.
15. Discounted dental fees available under this Member Agreement may not be combined with or coordinated with other discount dental plans, dental insurance, or dental programs to which the Member may be entitled.
16. No discounts are available for lab fees. Lab fees are the full responsibility of the Member.

## **MEMBER COMPLAINTS**

Any Member who wishes to register a complaint may submit a grievance to the Plan in writing or by calling Us at (800) 542-1146. A written grievance must be identified as such and submitted to the Plan's Grievance Coordinator within one year from the date of the occurrence of the events upon the grievance is based. The written grievance must contain the Member's name, address, phone number, ID number, signature, date, and the action requested. Assistance with the Plan's grievance procedures may be obtained by contacting Us at (800) 542-1146. Written grievances should be mailed to:

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Humana  
Attn:  
P.O.  
Lexington, KY 40512-4729

Insurance  
Quality  
Box

Company  
Manager  
14729

All grievances will be acknowledged in writing within 5 business days after receipt. Complaints will be researched and resolved within 30 days from the date of receipt. If You remain dissatisfied after completing the Plan's complaint process, You may contact Your local state insurance department. The Plan shall provide specific contact information for the state insurance department upon request.

### **GENERAL PROVISIONS**

**Member Agreement Changes-** The Plan may delete, amend, or limit any terms under the Member Agreement upon not less than 30 days prior written notice to You.

**Conformity with State Law-** This Member Agreement shall be interpreted in accordance with the laws of the state in which You reside and any action or claim shall be brought within the state You reside. Any statute, act, ordinance, rule or regulation of any governmental authority with jurisdiction over Plan shall have the effect of amending this Member Agreement to conform with the minimum requirements thereof. In the event any portion of this Member Agreement is held to be void, it shall not affect any other provisions.

**Notice of Independent Contractor Relationship** – The Plan assumes responsibility of fulfilling the terms of this Member Agreement. Participating Dentists are independent contractors, and the Plan cannot be held responsible for any damages incurred as a result of tort, negligence, breach of contract, or malpractice by Participating Dentists for any damage which result from any defective or dangerous condition in or about any facility which services are rendered or materials are provided hereunder.

**Worker's Compensation Act** – The coverage under the Member Agreement is not in lieu of and does not affect any requirement for coverage by any Worker's Compensation Act, or other similar legislation.

**Notices** - All notices, changes, or requests by You shall be made in writing and shall be furnished by United States Mail to Us at the administrative office address listed on the face page of this Member Agreement.

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## Important!

### At Humana, it is important you are treated fairly.

Humana Inc. and its subsidiaries do not discriminate or exclude people because of their race, color, national origin, age, disability, sex, sexual orientation, gender identity, or religion. Discrimination is against the law. Humana and its subsidiaries comply with applicable Federal Civil Rights laws. If you believe that you have been discriminated against by Humana or its subsidiaries, there are ways to get help.

- You may file a complaint, also known as a grievance:  
Discrimination Grievances, P.O. Box 14618, Lexington, KY 40512-4618  
If you need help filing a grievance, call the number on your ID card or if you use a TTY, call 711.
- You can also file a civil rights complaint with the **U.S. Department of Health and Human Services**, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at **U.S. Department of Health and Human Services**, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <https://www.hhs.gov/ocr/office/file/index.html>.

Auxiliary aids and services, free of charge, are available to you.

Call the number on your ID card (TTY: 711)

Humana provides free auxiliary aids and services, such as qualified sign language interpreters, video remote interpretation, and written information in other formats to people with disabilities when such auxiliary aids and services are necessary to ensure an equal opportunity to participate.

Language assistance services, free of charge, are available to you.

Call the number on your ID card (TTY: 711)

ATTENTION: If you do not speak English, language assistance services, free of charge, are available to you. Call the number on your ID card (TTY: 711)... ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al número que figura en su tarjeta de identificación (TTY: 711)... 注意: 如果使用繁體中文, 請撥打 711 以獲得免費的語言協助服務。 (TTY: 711)... CHID Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số liên thoại ghi trên thẻ ID của quý vị (TTY: 711)... 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. ID 카드에 적혀 있는 번호로 전화해 주십시오 (TTY: 711)... PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tawagan ang numero na nasa iyong ID card (TTY: 711)... ВНИМАНИЕ: Если Вы говорите на русском языке, то Вам доступны бесплатные услуги перевода. Наберите номер, указанный на Вашей карточке-членстве (телефон: 711)... ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele nimewo ki sou kat idantite manm ou (TTY: 711)... ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le numéro figurant sur votre carte de membre (ATS: 711)... UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Proszę zadzwonić pod numer podany na karcie identyfikacyjnej (TTY: 711)... ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para o número presente em seu cartão de identificação (TTY: 711)... ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero che appare sulla tessera identificativa (TTY: 711)... ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Wählen Sie die Nummer, die sich auf Ihrer Versicherungskarte befindet (TTY: 711)... AYR\*\* : HAKE, を Er tizaitr, 無料 0) 言 E, 支援を Ln 利用 Oitk41 ます。 8 手 14to) IDカ-rizraitr\_tilCOZRTE#14 ま-eLn.C it<kr\_to (TTY:711)...