





SINCE 1995 -

#### **Pet Care Savings**

Whether your pet is furry, feathered, or covered in scales, our partner, Pet Assure, offers money-saving discounts. There are no exclusions! All pets are eligible for care regardless of age, health status, previous health history, or any health conditions that may arise in the future. And the savings never stop. We don't cap your usage with an annual limit; you can use your card as long as you're an active member.

#### **Veterinary Care**

Receive an automatic 25% off in-house medical services\* at participating veterinary offices. That's discounts on:

- Office Visits & Exams
- Vaccines & Shots
- Elective Procedures (e.g., dental care)
- Surgery (e.g., spaying & neutering, emergency surgery)
- Hospitalization (in Network)
- Any other medical service and procedure!

Simply present your Pet Assure card when checking out at any network veterinarian and receive instant savings with no paperwork, no deductibles and no hidden fees. The discount is applied directly to your bill so you don't have to wait for reimbursements or fill out time-consuming claim forms. Pet Assure is not insurance, which lets us give you extra savings without the hassle.

\*These discounts apply to billed medical services provided in-house by participating in-network vets. Present your Pet Assure membership card at the time of payment to ensure your discount. Discounts on food, flea and parasite control products, medications, non-medical boarding and grooming and any outside services such as lab work or specialist visits are not discounted at the vet's office. Search for a participating veterinarian at www.petassure.com/search.

#### **Member Specials**

#### Rover.com

Get a \$20 credit on your account to use towards any booking on Rover. That's about 5 walks or two nights of sitting. First time Rover customers only.

#### PetCareRx.com

PetCareRx offers everything you need for your pets, from meds and preventatives to toys and supplies. Get 15% off everything – no exclusions and no limits!

#### **Lost Pet Recovery Service**

For many pet owners, a lost pet is like a lost member of the family and, in our big world, a missing pet can be hard to find. With Pet Assure you won't get caught off guard. Each cat and dog enrolled in the Pet Assure program can be protected by Pet Assure's 24/7 Lost Pet Recovery Service. The service is available 24 hours a day, 7 days a week, and has reunited thousands of lost pets with their families. Registered pets will receive unique ID tag, laser-inscribed with your pet's ID number, which is linked to the pet's confidential information in Pet Assure's database. When a lost pet is found, the pet finder simply calls the 24/7, toll-free number listed on the tag to report that the missing pet has been found. Pet Assure will immediately begin to call all the provided emergency contacts until you have been reached.

#### ) How it Works

Sign in to **petcareprime.com** and click on "Pet Assure" in the main navigation to register for your Pet Assure card to unlock your special discounts & services.

## RX VALET FOR PETS

#### Rx Valet for Pets is the easiest way to save money on your pet medication!

Our site is simple and easy to use plus you decide how you want to purchase the medication. If a pet medication is available at a local pharmacy at a fair price, we will display the price, you pay for it and then pick it up at your local pharmacy with your validated voucher. If a drug is not available locally, we can mail the medication to you! Shipping is always free! You choose how you want to purchase and save!

#### ) How it Works

To save \$5.00 on your first purchase, simply sign in to **petcareprime.com** and click on RX Valet for Pets in the main navigation.



### WHISKERDOCS



#### You'll love WhiskerDocs®.

Whether you're worried about strange symptoms, your pet ingested something toxic, or wondering how to prepare your home for a new puppy, whiskerDocs can help! The team of whiskerDocs telehealth specialists have years of experience in helping pet parents make the best decisions for your pet's health and wellbeing.

#### You've got pets, whiskerdocs has answers!

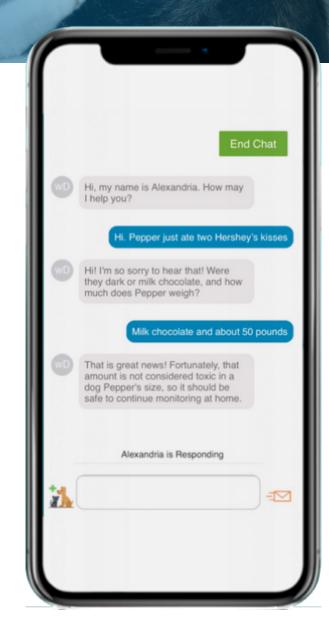
- Health and wellness support for pets of any age
- Avoid unnecessary trips to the ER Save \$\$\$
- · Training and socialization tips
- Support around food, diet, and exercise
- Access to online library of articles and interactive self-help tools

#### ) How it Works

You can access the whiskerDocs 24/7 Pet Help Line anytime via phone, email, live chat, or mobile. While whiskerDocs cannot diagnose a condition, they're here to provide support to your valuable furry family member. Simply log into **petcareprime.com** and follow the link to whiskerDocs® to complete your pet profile.

Need immediate assistance? Call 1.833.738.7983.

At whiskerDocs, your pet is our family too.





# - Rover

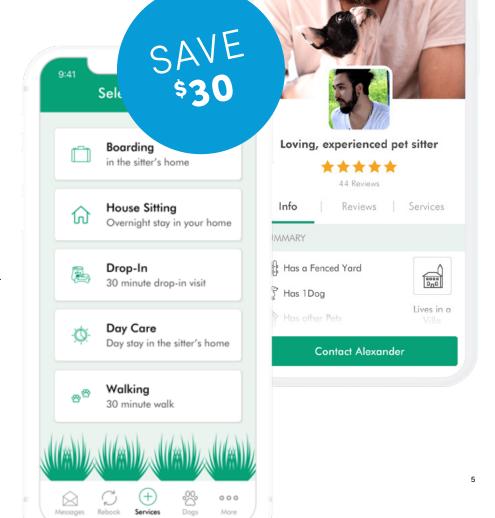
#### **Welcome, Pet Lovers!**

Sign up for Rover and get \$30 credit\*. Meet the nation's largest network of 5-star pet sitters and dog walkers.

We speak dog, think dog, and sometimes even dream dog. We're dog people, and whatever you and your dog are into, we're into it too. So, if you have a dog that needs a true dog person for walking, boarding, or just playing—anywhere, anytime—we're your dog people.

#### ) How it Works

Sign in to petcareprime.com and click on Rover in the main navigation to unlock your credit.





# BARK BOX

#### **Pet Plan Offers**

50% Off Your First Month on 6- and 12- Month Plans!

That's two original toys, two full bags of all-natural treats, and a scrumptious chew... for HALF what you'd normally pay. Start your dog's year off right!

If your dog isn't 100% happy with their BarkBox, we'll work with you to make it right. No muss, no fuss, no disappointed pups.

#### ) How it Works

Sign in to **petcareprime.com** and click on BarkBox in the main navigation to unlock your special discounts & services.



# PET PLAZA MALL

#### **Save Money On Everyday Pet Purchases**

In today's tech-driven day and age, most people make online shopping and research a regular part of their shopping experience. Pet Plaza Mall brings you the convenience of shopping at over 1,100 online stores (pet and human stores!) through one easy to use online shopping portal. For an even better online shopping experience, we offer cash back for every purchase made through the Pet Plaza Mall. Yes, cash back for making purchases that are already part of your shopping budget. With no annoying forms to mail in, we make receiving online cash back rebates easy. Just sign-up, shop while logged in, and earn cash back!

#### **How Can We Do It?**

We are able to offer cash back at over 1,100 online retailers because the stores in the Pet Plaza Mall offer our members cash back to encourage them to shop on their sites.

#### ) How it Works

Simply visit our website at petcareprime.com and follow the links to "Pet Plaza Mall."

Each member must be signed into their Pet Plaza Mall account when they access a merchant through the portal to receive cash back rebates for any purchases. Cash back percentages are posted on the site prior to reaching the shopping portal to ensure members are able to see and take advantage of the offer. After making the purchase through the Pet Plaza Mall, a member will see their rebate has a "Pending" status for 60 days. After the 60-day return window has passed, the amount is considered "Posted" and becomes eligible for payment to the member.

#### **Terms and Conditions**

The following is the Membership Agreement between Pinnacle Benefits Services, LLC ("We and Us") and the person who has enrolled in Pet Care Prime ("You"). UPON ENROLL MENT, YOU AGREE TO BE BOUND BY THESE TERMS OF MEMBERSHIP YOU SHOULD READ THIS MEMBERSHIP AGREEMENT CAREFULLY. If you have any questions regarding your Membership, You may contact our customer service center 24 hours a day at the toll-free number listed on your Membership Card.

#### **Membership Benefits**

As a Member, You are entitled to access discounts and/or other Benefits on various products and services offered by participating vendors through The Pro Plan Website and the customer service center ("Benefits"), as described in your Membership Guide or on the program website ("Program Website"). Some Benefits may not be available in your area. Additionally, the discounts available through the program may not be used in conjunction with any other discount program. PLEASE SEE YOUR MEMBERSHIP MATERIALS AND THE PROGRAM WEBSITE FOR IMPORTANT DETAILS AND LIMITATIONS. All listed or quoted prices are current prices only and are subject to change without notice. We reserve the right to suspend or end the program or certain aspects thereof, without prior notice, in our sole discretion. We also reserve the right to suspend or end certain aspects of the program in certain geographic areas, without prior notice, in our sole discretion.

#### **Membership Terms**

Your Member'ship is effective immediately upon your enrollment in the program and shall continue on a month-to-month basis until cancelled as described below. You may cancel your Membership at any time by calling Us at the toll-free number listed on your membership card or by writing Us at the address indicated below. Unless You notify Us that You wish to cancel your membership by following these instructions or your membership is otherwise cancelled as provided herein, your Membership will continue automatically and You will be billed the then-current membership fee which will appear on your statement, depending upon how You enrolled

#### **Payment of Membership Fee**

The payment of your membership fee (which, if applicable, includes any trial period fee as well as enrollment or processing fees and shipping and handling charges) is made automatically by a charge to the payment source authorized by You (the "Payment Source") in accordance with the payment terms to which You agreed. In the event that the program offer to which you agreed includes a trial period, You may cancel your membership at any time during the trial period and not be charged, other than any one time enrollment or processing fees, and shipping and handling charges, in each case depending on the program offer to which you agreed, as well as money paid for program Benefits ordered by You. We reserve the right to terminate your Membership at any time without notification, including in the event that We are unable to bill the membership fee to your specified billing source.

#### **Promotional Membership Fee**

From time to time, in our sole discretion, We may provide a reduced membership fee, for a promotional period, to first-time or other selected customers. If You are provided with such a promotional reduction in your membership fee ("Promotional Membership Fee"), your Payment Source will be charged the Promotional Membership Fee for the promotional period. You agree that any such reduced price is only valid for the promotional period established by Us, and that the regular applicable periodic membership fee will be charged to your Payment Source following the end of the promotional period. Terms of the Promotional Membership Fee, including the duration and amount of the Promotional Membership Fee, may vary from time to time.

#### **Continuation of Membership**

Unless you notify Us that You wish to cancel your Membership by following the instructions in the paragraph below titled "Termination of Membership", your Membership will continue automatically and You will be billed the then-current membership fee which will appear on your Payment Source statement, depending upon how You enrolled. We reserve the right to increase or decrease the membership fee, or add new fees and charges, from time to time. You agree that unless You cancel your membership prior to the effective date of the membership fee on each anniversary date after the effective date of such change, and You authorize Us to charge the new applicable periodic membership Fee to your Payment Source. You are solely responsible for any and all fees charged to your Payment

Source by the issuer, bank, or financial institution including, but not limited to, membership, processing, shipping and handling, overdraft, insufficient funds and over-the-credit-limit fees, in each case to the extent applicable.

#### **Electronic Fund Transfer Authorization**

If the Payment Source You have provided is a checking account, You authorize Us to create an electronic funds transfer request ("EFT") which will be presented to your bank for payment from your checking account. To extend your membership Term month-to-month, You authorize Us to charge your checking account on periodic anniversary dates and therefore to effect pre-authorized transfers from your checking account. Your request to pay your recurring monthly membership fee with pre-authorized charges to your checking account and your electronic execution of an acknowledgement of your acceptance of this Membership Agreement ("Electronic Signature") constitutes your pre-authorized EFT authorization for future charges on your checking account and your consent to these terms and conditions. You further acknowledge that the amount charged to your checking account may be different from time to time, in accordance with this Membership Agreement, including, without limitation, differing amounts due to Promotional Membership Fees or changes in your membership plan, and You authorize Us to charge your checking account for such varying amounts. You agree that if an EFT is returned unpaid, You will pay a service charge of the maximum allowed by law. EFTs returned for insufficient or uncollected funds, together with service charges, may be debited electronically from your account or collected using a bank draft drawn from your account. You may cancel your membership as described herein. Such cancellation will cancel any checking account authorization that was to occur on any day after the date of cancellation. You may also cancel your pre-authorized dehit authorization by contacting your bank within a sufficient time to cancel the authorization (Please see your agreement with your bank for the terms and conditions of cancellation). Please note, however, that You must still notify Us of the cancellation of your membership as described herein, as cancellation of your authorization with your bank will not serve as notice to Us concerning cancellation of your membership.

#### Use of Membership

Your Membership is non-assignable and non-transferable. You agree that only You and your immediate family members may use the Membership. The term "immediate Family" shall be defined as You, your spouse, and your children, to the extent each is living in your home with a legal address that is the same as yours. Benefits are not to be resold. You are limited to one membership per twelver-month period per Immediate Family. You are responsible for all use of your Membership and will promptly notify Us if You become aware of any unauthorized use of your Membership, your membership card or membership number, or if your membership card is lost or stolen. If You were offered the opportunity to claim a premium or gift in connection with your enrollment in the program, You are limited to one premium or gift per program and, depending upon the offer You agreed to, You may be required to be a member of the program at the time that your claim is processed.

#### **Disclaimer of Liability**

You agree that We and our subsidiaries, affiliates, partners and providers are not responsible or liable for any Benefits provided by participating vendors and, if You have any claims relating to such Benefits, You will make your claim against the vendors providing the Benefits. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY OF THE BENFETTS OR RELATED INFORMATION PROVIDED TO YOU. We do not guarantee, nor are responsible for, the quality of products or services provided by any independent vendors.

We reserve the right to eliminate, add, change and substitute Benefits and participating vendors without notice to You in our sole discretion. We assume no responsibility for the payment of or contribution to any use or sales tax on the Benefits which may be imposed by taxing authorities, and such taxes, to the extent imposed, shall remain your sole responsibility or that of the provider of the Benefits, as the case may be.

IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, PARTNERS AND PROVIDERS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR AGGRAVATED DAMAGES OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, PROGRAM WEBSITE, MEMBERSHIP GUIDE, ANY MATERIALS, INFORMATION, QUALIFICATION AND RECOMMENDATIONS APPEARING ON ANY PROGRAM WEBSITE, ANY SOFTWARE, TOOLS, TIPS, PRODUCTS, OR SERVICES OFFERED THROUGH, CONTAINMED IN OR ADVERTISED ON ANY PROGRAM WEBSITE.

AND/OR ANY LINK PROVIDED ON ANY PROGRAM WEBSITE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. THIS PROVISION SHALL SURVIVE THE TERMINATION OF YOUR MEMBERSHIP.

#### **Changes to Terms and Conditions**

We may, at any time, and at our sole discretion, modify this Membership Agreement by posting the modified Membership Agreement on the Program Website. You agree to review this Membership Agreement periodically on the Program Website. If You do not agree to any modification of this Membership Agreement, You must immediately cancel your membership. Continuing your membership following any such modifications will constitute your acceptance of the modified Membership Agreement.

#### **Termination of Membership**

YOU MAY TERMINATE THIS MEMBERSHIP AGREEMENT AND YOUR MEMBERSHIP AT ANY TIME BY CALLING US AT THE TOLL-FREE NUMBER LISTED ON YOUR MEMBERSHIP CARD/MATERIALS OR BY NOTIFYING US IN WRITING AT CUSTOMER SERVICE, PINNACLE BENEFIT SERVICES, LLC, 9116 CYPRESS GREEN DRIVE, JACKSONVILLE, FLORIDA 32256, YOUR CANCELLATION WILL BE EFFECTIVE PROMPTLY UPON THE RECEIPT OF YOUR CANCELLATION REQUEST. UPON CANCELLATION, YOU WILL NOT OWE ANY FURTHER MEMBERSHIP FEES AND WILL NOT BE ENTITLED TO A REFUND OF PAST FEES CHARGED TO YOUR ACCOUNT. DEPENDING UPON THE TERMS YOU AGREED TO, ANY ENROLLMENT, PROCESSING AND/OR TRIAL PERIOD FEES MAY NOT BE REFUNDABLE. ANY OTHER FEES OR CHARGES INCURRED IN CONNECTION WITH THE PROGRAM (INCLUDING BANK OR OVERDRAFT CHARGES) ARE YOUR RESPONSIBILITY. WE WILL TERMINATE YOUR MEMBERSHIP IF IT IS NOT USED IN ACCORDANCE WITH THIS MEMBERSHIP AGREEMENT OR YOU HAVE NOT PROPERLY ENROLLED IN THE PROGRAM. IN SUCH A CASE, WE RESERVE THE RIGHT TO: (1) NOT REFUND MEMBERSHIP FEES (INCLUDING, WITHOUT LIMITATION, ANY ENROLLMENT OR PROCESSING FEES. SHIPPING AND HANDLING CHARGES AND OTHER FEES. IN EACH CASE TO THE EXTENT APPLICABLE) PAID BY YOU AND/OR (2) NOT FULFILL ANY PENDING ORDERS FOR BENEFITS PURCHASED PRIOR TO CANCELLATION OF THE MEMBERSHIP, WE RESERVE THE RIGHT TO TERMINATE YOUR MEMBERSHIP AT ANY TIME FOR ANY OTHER REASON, A MEMBER IS PROHIBITED FROM RE-ENROLLING IN THE PROGRAM FOR TWELVE (12) MONTHS FOLLOWING CANCELLATION.

#### **Entire Agreement**

This Agreement contains all of the terms and conditions of Membership and no representations, inducements, promises or agreements concerning the Membership not included in this agreement shall be effective or enforceable. If any of the terms of this Agreement shall become invalid or unenforceable, the remaining terms shall remain in full force and effect.

#### Governing Law

THIS MEMBERSHIP AGREEMENT AND THE TERMS OF MEMBERSHIP SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF.

#### Arbitration

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JUPK. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Any claim, dispute or controversy between You and Us (or made by or against anyone connected with You or Us, or claiming through You or Us) arising from or relating to your membership ("Claim"), including Claims regarding applicability or validity of this arbitration provision, shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association ("AAA") (except for any AAA rules providing for class claims or class arbitration) then in effect, subject to this Membership Agreement.

Any Claim regarding the validity or enforceability of this arbitration provision shall be governed by the laws of the State of New York, without giving effect to the choice of law provisions thereof. This arbitration provision is made pursuant to a transaction involving interstate commerce and, in all other respects, including the determination of any questions about whether Claims are within the scope of this arbitration provision and therefore subject to arbitration shall be governed

by the Federal Arbitration Act, 9 U.S.C.  $\S1-16$  ("FAA"), and shall be resolved by interpreting the arbitration provision in the broadest way the law will allow it to be construed.

All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other source of law. Claims made and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis. As an exception to arbitration, You and We retain the right to pursue in a small claims court located in the federal judicial district that includes your billing address at the time of the Claim, any Claim that is within the court's jurisdiction and proceeds on an individual basis

The arbitration shall be conducted before a single arbitrator, applying to the Claims the substantive laws of the State of New York without giving effect to the choice of law provisions thereof. The arbitrator's authority is limited solely to the Claims between You and Us alone. The arbitration will not be consolidated with any other arbitration proceeding. You and We do not agree to any arbitration on a class action or representative basis, and the arbitrator shall not be authorized to treat any Claim on a class action or representative basis.

If You prevail in the arbitration of any Claim against Us, We will reimburse You for any fees that You paid to the AAA in connection with the arbitration. Any decision rendered will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Arbitration rules and forms may be obtained from the AAA at http://www.adr.org/. Claims shall be filed in any AAA office. However, any participatory hearing that You attend shall take place in New York, New York, unless You chose to have the hearing take place in the federal judicial district that includes your billing address at the time the arbitration Claim is filed.

This arbitration provision applies to all Claims now in existence or that may arise in the future. The arbitration provision shall survive termination of your membership as well as voluntary payment of the debt in full by You or any bankruptcy by You.

IF YOU DO NOT CHOOSE TO ACCEPT THIS BINDING ARBITRATION PROVISION, YOU MUST NOTIFY US IN WRITING BY REGISTERE DWAIL AT ARBITRATION OPT-OUT, PINNACLE BENEFIT SERVICES, LLC, 9116 CYPRESS GREEN DRIVE, JACKSONVILLE, FLORIDA 32256 WITHIN TWENTY (20) DAYS AFTER RECEIPT OF THIS MEMBERSHIP AGREEMENT. IF YOU SO NOTIFY US BY THAT TIME THAT YOU DO NOT ACCEPT THE BINDING ARBITRATION PROVISION, YOU MAY CONTINUE TO BE A MEMBER FOR THE CURRENT MEMBERSHIP FERM UNLESS THE MEMBERSHIP IS OTHERWISE TERMINATED HEREUNDER. HOWEVER, IN THE EVENT YOUR MEMBERSHIP IS CONTINUED, WE SHALL HAVE THE RIGHT NOT TO RENEW YOUR MEMBERSHIP AT THE END OF THE TWELFTH MONTH ANNIVERSARY DATE.

#### **Availability Restrictions**

This program is only available to residents of the contiguous United States (excluding any such states as We may designate from time to time in your Membership Guide and/or the Program Website). Orders to U.S. military post offices cannot be fulfilled.

#### **Consent to Electronic Communications**

You consent to receive communications from Us about your membership electronically, either by e-mail or by notices posted on the Program Website, as determined by Us in our sole discretion. You agree that any requirement that a notice, disclosure, agreement, or other communication be sent to You by Us in writing is satisfied by such electronic communication. You agree that We may send You e-mails which include notices about your membership as well as information pertaining to the program and services, such as featured products/services or new offerings. You agree that this information is part of your membership with Us.



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