

Membership Terms and Conditions

These terms and conditions (the "Terms") govern your Membership with AAA Northeast ("AAA", "we", "our", "us"). Purchase or use of any AAA Northeast Membership ("Membership") at any time subjects the purchaser or user ("you," "your," "yours," "their", "Member") to the provisions of the Terms, as amended from time to time. References to "AAA", "we", and "our" shall be deemed to include AAA Northeast, its affiliates and subsidiaries. This is not an automobile liability insurance contract.

1. Membership

A. Membership Information and Membership Types

We offer the following Membership types: Basic, Plus, Premier, Plus RV¹, Premier RV², Plus Motorcycle and Premier Motorcycle Member benefits vary depending on your Membership. Click here to understand the different Member benefits for each Membership type. Members who meet the eligibility requirements and have paid the Plus or Premier Membership dues are entitled to Plus or Premier Member benefits, as applicable. Membership is subject to our approval and acceptance. Membership eligibility, dues, fees, services and benefits are subject to change without notice. In the event of any changes, the Terms and the Member Benefits incorporated herein will be updated and published at www.AAA.com. You may view the current version of these Terms and Member Benefits at any time online at AAA.com or request a physical copy by writing to us at AAA Northeast, 110 Royal Little Drive, Providence, RI 02904, Attention: Marketing or calling 1-800-222-8252. You will not be required to pay any sum, in addition to the amount specified in the agreement for any services thus specified.

B. Plus and Premier Membership Restrictions

Plus and Premier Memberships provide Membership benefits in addition to those provided to Basic Members. To be eligible for Plus or Premier Membership you must enroll all Members included in your Membership (i.e., Associate Member(s)) in either Plus or Premier Membership. Plus or Premier benefits commence seven days following receipt of your payment by us. If you cancel or let your Plus or Premier Membership lapse and wish to reenroll within one year of the cancel date, you may do so provided that you were still eligible at the time of cancellation.

C. Primary and Associate Membership

The Primary member is the person who established the AAA membership. Associate members are other persons residing in the household who are on the Primary membership account. We require a Primary Member be designated before any member of your household is eligible for an Associate Membership. In the event the Primary Membership is cancelled for any reason, the Associate Member, if any, will become the Primary. Memberships are for individual use only and are non-transferable. Associate Members may be added to the Membership as long as they reside in the same household as the

¹ Plus RV available in our New Jersey Territory only. Program closed to new members July 15, 2015

² Premier RV available in our New Jersey Territory only. Program closed to new members July 15, 2015

Primary Member and meet eligibility requirements; provided, however Primary Members may only have one Associate Member 26 years of age or older residing in the same household on their membership. Any additional Associate Members 26 years of age or older residing in the same household as the Primary will be required to have their own Primary Membership. The Primary and/or Associate Member must be at least driving age in the state where they reside and have a valid government issued ID. Primary Members are responsible for the conduct and service demands of their Associate Members. Other members of your household must have their own Membership in order to receive Services. Primary and Associate Members enjoy the same Membership benefits. Associate Members may make changes to the Membership with the exception of cancelling the Primary Membership.

D. Motorcycle Service

To be eligible for Motorcycle Service, you and all Members in your household (both Primary and any Associates) must be Plus or Premier Members in good standing and pay annual Motorcycle Service dues in addition to the Plus and Premier Membership dues. Motorcycle Service is not available to Basic Members; however, Basic Members who are otherwise eligible and elect to upgrade to a Plus or Premier Membership can enroll in the Motorcycle Service, subject to the seven-day waiting period for Plus or Premier Roadside Assistance (as hereinafter defined); provided, however during such waiting period you will be entitled to Roadside Assistance as a Basic Member. Roadside Assistance calls provided as part of the Motorcycle Service are included within the allowed allotment of Roadside Assistance calls per Member such that if you enroll in the Motorcycle Service at any time other than renewal, you are only entitled to the remaining Roadside Assistance calls in your annual allotment. Adding the Motorcycle Service allows you to use those remaining calls whether you are in a vehicle or on a motorcycle. The Motorcycle Service offers Roadside Assistance services to Members either driving or riding on the following eligible vehicles: (i) Motorcycles (two and three wheeled, including with sidecars); (ii) Mopeds; (iii) Scooters; and (iv) Motorized bicycles; provided, however that all such vehicles are registered and street legal (other than motorized bicycles which may not have to be registered and/or street legal, depending on the jurisdiction). The Motorcycle Service does not cover recreational vehicles, motorcycle trailers or any other vehicle not specifically listed as eligible.

Services available under the Motorcycle Service include the following:

- (i) Towing (available only if your motorcycle cannot be started, is damaged as a result of an accident or when in AAA judgment the motorcycle cannot be placed in a safe driving condition)
- (ii) Fuel delivery
- (iii) Tire inflation
- (iv) Battery jumpstarts provided that the battery is easily accessible, and services can be delivered safely.

Gift Memberships for the Motorcycle Service are available for purchase so long as the recipient and all Members of the recipient's Membership are already Plus or Premier Members.

Please note that the Motorcycle Service dues will be allocated and charged to the Primary Member. Either AAA or you may cancel your Motorcycle Service Membership at any time. If your Motorcycle Service Membership is cancelled for any reason, the Primary Member on your Membership will receive a pro rata refund based on the Primary Member's Membership expiration date and you and all other Members on your Membership may not re-enroll in the Motorcycle Service for a period of at least twelve months from the effective date of the Motorcycle Service cancellation. Cancellation for any reason will be effective upon, and Motorcycle Service benefits will be available through, the date of cancellation.

2. Roadside Assistance

Roadside Assistance service ("Roadside Assistance", "Road Service", or "Service") is available 24 hours a day/7 days a week and is designed to assist you when the vehicle you are either driving in or riding in becomes disabled. You may also request Road Service through the AAA app that is available for mobile devices or online at <https://northeast.aaa.com/automotive/services/roadside-assistance.html>. As part of Roadside Assistance, AAA or its independent contractors may attempt minor mechanical adjustments on your vehicle and we do not represent or warrant that such adjustments will resolve any mechanical issues. When your vehicle cannot be made operable, we will assist you in finding the nearest open place of repair. Additionally, should you need lodging or alternative transportation, AAA will assist you in obtaining such lodging or alternative transportation, at your expense. Charges for services that are in addition to the Services included with your Membership will not exceed the prevailing hourly or mileage rates for the region where the Service is provided as determined by AAA. Depending on your Membership type, certain expenses may be reimbursed. Service is available only to the person named on the Membership card who is the driver of or a passenger in the vehicle at the time of the vehicle disablement. Road Service is not available to non-Members driving a Member's car, even if that person resides in the same household. Services do not include parts, labor, materials or storage, which are at your expense. We cannot guarantee that all service stations stock parts or are equipped to service or repair every make and model of a domestic or foreign vehicle, nor can we guarantee the availability of any repair service after regular business hours or on weekends. In addition, you are responsible for any tolls, charges for ferry transport or by third party providers in connection with AAA's provision of Services. See Schedule A to understand the different roadside assistance benefits by Membership and vehicle type.

As part of Roadside Assistance, AAA provides the following Services:

A. Battery Service

AAA provides mobile battery testing and replacement services. AAA will test the battery and the vehicle charging system at no cost to the Member unless contrary to the vehicle's manufacturers recommendations. A battery boost may be provided in an attempt to start your vehicle. If the battery needs to be replaced, AAA will replace the battery at your request and expense.

B. Flat Tire Service

Flat tire service is included as part of your Membership provided you have a spare tire in your possession that is inflated and meets the vehicle manufacturer's recommendations for the spare tire. AAA will use commercially reasonable efforts to reach the vehicle and replace the flat tire with your spare. Tire service/replacement is a temporary fix, not a permanent repair and does not include plugging a tire or repairing it at the roadside. AAA recommends that you immediately bring the vehicle to a qualified repair facility for a permanent repair of the tire. If the spare is also flat, in poor condition or not available, normal Towing Services will apply and repairs are at your expense. If due to vehicle design, a special wrench or tool is required, you must furnish it in order for Services to be performed. Tire Service is not available to vehicles with dual wheels.

C. Out of Fuel

If your vehicle runs out of fuel, we will deliver a sufficient amount of fuel to reach the nearest open service station, and you will be charged for the fuel at current pump prices as determined by AAA from time to time. Specific brands or octane ratings cannot be promised. If you are a Plus or Premier Member, additional Member benefits may apply.

D. Locked Out of the Car

If you are locked out of your vehicle, we will attempt to gain entrance to the vehicle by the use of special door opening tools. If we are unable to gain entry to the vehicle at the roadside, we will offer to tow the vehicle to a locksmith or other destination, subject to the Terms. If the vehicle key is lost, broken or we cannot gain entry, we may arrange for an independent contractor or reimburse you for commercial locksmith service up to \$50. If you are a Premier or Plus Member, additional Member benefits may apply.

E. Towing and Related Services

If your vehicle cannot be started, is damaged as a result of an accident or when in our judgment the vehicle cannot be placed in a safe driving condition, it will be towed at no charge to either the responding independent contractor automobile service facility, or to any location within three miles of the location of the vehicle. In the case of an accident, you must request the police to call us to dispatch tow service if legally permitted to do so. If you desire to have the vehicle towed to a destination other than as stated above, you may be charged for Towing Services after the first three miles depending on your Membership type. Plus Members may receive up to 100 miles of tow service per Road Service call, and Premier Members receive towing of up to 200 miles at no charge for one Road Service call, per membership per membership year in addition to towing for the remaining Road Service calls up to 100 miles each. Plus and Premier towing benefits start from the point of disablement of the vehicle to the destination of your choice. Additional miles over these mileage allowances will be charged at current rates, plus any

applicable taxes; provided, however, such rates shall not exceed prevailing commercial rates. Additional fees may apply; provided, however, the Member shall not be charged hook-up fees, if any, for tows that are included within the Services at no charge. Rates are subject to change in AAA's sole discretion. Rates may differ from Club to Club (as hereinafter defined), and you may be asked to pay whatever rate is in effect in a Club territory outside your home Club territory. Tow rates in certain states may be subject to tax, which is your responsibility. In instances when the vehicle becomes disabled while towing a light duty trailer, Service will also be provided for the trailer (excludes fifth wheel trailers) however, you may be required to pay for trailer towing. At the scene of an accident, any additional equipment or manpower required to provide Services will be at your expense. You may also be required to pay storage charges if you elect to leave your vehicle at a service facility overnight. Towing Services will only be provided for a covered vehicle disablement and will not be provided for purposes of transporting vehicles due to purchase, sale, auction, car show exhibition, charitable donation, relocation or other similar situations.

F. Extricating or Winching Service

If while a vehicle is traveling, it becomes stuck in a ditch, mud or snow, we will attempt to free it if, in our sole opinion, it can be safely reached from a normally traveled road or established thoroughfare. If special equipment, more than one service person or more than one service vehicle is needed, additional charges may apply. Extrication or winching Services are not available for parked, snowbound, or un-shoveled vehicles, and do not include shoveling or clearing of snow, mud, dirt or sand.

G. Delays

Delays, which may be excessive at times, may occur when a substantially greater than normal number of Members call for Service at the same time. This situation is usually caused by adverse weather, unusual traffic or other conditions over which AAA has no control. During these peak periods of demands for Roadside Assistance, AAA may prioritize certain service requests. Towing Services to your choice of destination or long-distance tows may be delayed. In certain circumstances, all Services may be temporarily suspended.

H. Services Outside of AAA Northeast's Territory

You are entitled to Services throughout the United States and Canada. Outside the AAA Northeast territory, Services will be provided by the local AAA club or Canadian Automobile Association club ("Club") servicing that area. Membership terms, rates, products and services may vary from Club to Club.

I. AAA Northeast Territory

AAA Northeast serves members located in the following locations: (i) throughout the State of Rhode Island; (ii) Town of Pawcatuck, and New Haven, Fairfield and Litchfield counties in the State of Connecticut; (iii) Barnstable, Berkshire, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk and Worcester counties in the Commonwealth of Massachusetts; (iv) Salem, New Hampshire; (v) Morris, Union, and Essex counties in the State of New Jersey and (v) in New York as follows: Long Island, in the five boroughs of New York City, and in Westchester, Rockland, Sullivan, Ulster,

Dutchess, Orange, Putnam, Chenango, Delaware, Otsego, Schoharie and Herkimer counties, and parts of Lewis, Madison and Oneida counties. Products and Services may vary across AAA Northeast's Territory; provided however Roadside Assistance, Branch Office related activity³ and Travel Services are available throughout the AAA Northeast Territory.

J. Additional Terms

The following additional terms apply to Roadside Assistance:

- (i) A Member in good standing must be with the disabled vehicle at all times.
- (ii) A valid Membership card and government issued identification must be shown to AAA. If a valid Membership card and government issued identification are not available at the time Roadside Assistance is requested, we may decline to provide you Roadside Assistance. If we do provide you with Roadside Assistance absent a valid Membership card and government issued identification, you may be required to pay at the time Roadside Assistance is rendered. You may submit the invoice to AAA for reimbursement consideration. If we agree to reimburse you, such reimbursement may be based on rates in effect between AAA and its independent contractors from time to time and not the invoice submitted by you.
- (iii) There must be a licensed driver with the vehicle at all times.
- (iv) After the Roadside Assistance call has been completed, you may be required to sign a service slip acknowledging that Services were rendered by AAA.
- (v) If your vehicle starts before Service arrives, contact us to cancel the Roadside Assistance you requested. If you fail to contact us, the Roadside Assistance will be counted towards your Member benefits.
- (vi) Some vehicles may need ferry transport to reach their intended destination. In such case, there may be a delay in getting your vehicle and the service vehicle on the ferry and there may be charges for such ferry transport. We will provide you with a good faith estimate of such additional charges, for which you are responsible.
- (vii) We make no representations or warranties that we will provide Roadside Assistance within a specified time.
- (viii) **ELIGIBLE VEHICLES:** Four-wheeled motor vehicles are eligible for Roadside Assistance. Dual-wheel campers/motor homes will be provided all Services except towing, extrication/recovery and tire service. Dual-wheel, unloaded pickup trucks are provided all Services except flat tire service. Rented passenger vehicles are eligible for Service. Certain commercial vehicles are eligible for Service with the exclusion of those vehicles with livery or T&LC plates such as taxi cabs and limousines. Vehicles with cube, dump or utility body types will be evaluated on a case-by-case basis to determine if normal automobile servicing equipment can safely handle the different size, weight and wheel bases. Recreational Vehicles ("RV(s)") may be eligible for Road Service provided you are a Plus RV or Premier RV Member in good standing. Road Service for RV's is only available in our New Jersey territory. If a Plus RV or Premier RV Membership is cancelled, it may not be renewed.
- (ix) **VEHICLES NOT ELIGIBLE:** Unattended, abandoned, illegally parked, vehicles

³ Branch Office activity may vary from Branch to Branch

going to a junk or salvage yard, vehicles that have been purchased in a non-running condition, being donated to a charitable organization, equipped with an attached snow plow, car trailers, cargo or utility trailers, commercial, livestock and horse trailers, landscaping trailers, boat trailers and any trailer not described as being eligible, and vehicles that cannot be driven safely.

- (x) If a vehicle is in an inaccessible location, such as an unplowed street or driveway, a beach, field or wooded area that cannot be reached by a service vehicle, in our sole opinion (“Inaccessible Location”), Roadside Assistance may not be rendered. In instances where we determine that the vehicle is in an Inaccessible Location and agree to provide Roadside Assistance, it will be rendered at your expense.
- (xi) Roadside Assistance and Towing Service will not be rendered to vehicles ordered towed by the police for alleged violation of the law.
- (xii) In some cases we utilize independent contractors to provide Roadside Assistance and cannot control the manner in which those independent contractors provide Roadside Assistance. Accordingly, we are not liable for any claims, damages, causes of actions, suits, or demands (“Damages”) arising out of any act or omission of our independent contractors. All Damages are the responsibility of the independent contractor. In the event of a dispute between you and an independent contractor, we may assist by mediating the dispute, but are not responsible for the actions of independent contractors.
- (xiii) On certain roads, state or municipal regulations only permit Roadside Assistance to be delivered by franchised stations, which are not affiliated with AAA (“Franchised Stations”). We cannot control the manner in which such Franchised Stations provide Roadside Assistance and make no representations or warranties concerning the Roadside Assistance provided by the Franchised Stations and we are not liable for any Damages arising out of any act or omission of the Franchised Stations. AAA will reimburse you for charges paid for Roadside Assistance provided by the Franchised Stations based on the Service you are entitled to receive, provided that the official receipt is submitted to us for reimbursement. If towing services are provided, you will receive a refund for a tow to the Franchised Station providing the service or to the nearest exit.
- (xiv) Without limiting any rights or remedies, we may seek reimbursement from you where Roadside Assistance was fraudulently or wrongfully obtained.
- (xv) Roadside Assistance may not be used as a substitute for regular maintenance necessary to keep your vehicle in good operating condition.
- (xvi) Your individual Membership may not be used by a business or other organization to provide Roadside Assistance for its customers, employees or vehicles.
- (xvii) Roadside Assistance will only be provided when it is safe to do so and where it is legally permitted.
- (xviii) You are permitted up to four Road Service calls in a Membership year. We may

determine that Road Service usage is excessive. In making such determinations, we consider the cost associated with Road Service calls, call frequency over multiple Membership periods, and other factors. We reserve the right to impose surcharges and/or Road Service limitations, downgrades of a Membership type or cancellation of your Membership, without prior notification. In the event that you require more than four Road Service calls in any single Membership year, you may be required to pay a fee for Service and/or tows back to the closest responding facility; tows to other destinations will be at prevailing rates for towing Road Service.

- (xix) AAA and its independent contractors will accept valid credit and debit cards and personal checks from you for up to \$250 for Services provided by us or our independent contractors. However, AAA and its independent contractors will not accept checks in any amount drawn on a foreign bank. In the event an independent contractor is unable to accept your valid credit and/or debit card, we will provide support to such independent contractor to allow for such usage.
- (xx) A detailed description of covered vehicles and services is shown on Schedule A.

3. Bicycle Transportation Assistance

Where available within our Territory, we will provide you with bicycle transportation assistance (“Bicycle Transportation Service”) to Eligible Bicycles (defined below) including any accompanying minors whose Eligible Bicycles become disabled while riding the bicycle. Bicycle Transportation Service includes two Bicycle Transportation Service calls per Membership year and is limited to ten miles per call at no charge. Bicycle Transportation Service in excess of ten miles per call may incur additional charges. We may attempt minor bicycle repairs. We disclaim any representations or warranties regarding such minor repairs. Bicycle Transportation Service is provided only along a normally traveled road or street. Bicycle Transportation Service is provided only for the rider whose bicycle is disabled and accompanying minors. Additional costs may apply. Bicycles must be able to be transported on standard equipment (“Eligible Bicycles”). The following are excluded from the Bicycle Transportation Service: motorcycles, electric scooters, mopeds, motorized bicycles or vehicles of any kind, unattended bicycles, and bicycles secured with a lock for which no key is available at the time of the Bicycle Transportation Service. To obtain the Bicycle Transportation Service, you must show a membership card and valid photo identification. Bicycle Transportation Service is not transferrable. Bicycle Transportation Service is limited to two calls in a Membership year and thereafter will be provided for a fee. We will provide an estimate of the fee prior to dispatching a driver.

4. Discounts

Discounts (if applicable) are valid at participating locations. Certain restrictions may apply. Participating locations and savings vouchers may be added or deleted and the level of discounts are subject to change at any time without notice. When making reservations, please have your membership card available and show all vouchers to participating vendors.

5. Products and Services

We partner with third-party service providers (“Service Providers”) who provide products and services to you. These products and services, include without limitation, identity theft monitoring, travel, financial and insurance products as well as other services. In this case, we act as an intermediary between you and the Service Providers. Products or services that you purchase using your Membership are provided directly by the Service Provider. We are not responsible for the actions or inactions of the Service Providers, their breach of contract, their failure to comply with any laws, or any intentional or negligent actions or omissions on the part of such Service Provider or Service Provider’s subcontractors, which may result in any loss, damage, delay, inconvenience or injury to you. In no event shall we be liable for any damages in connection with a product or service obtained by you from a Service Provider.

6. Other Provisions

A. Membership Information

We expect you to submit and maintain accurate and current information in connection your Membership. Such information includes name, address, email address, mobile and landline telephone number, date of birth, and make, model and year of vehicle. You consent to AAA calling or texting you on the telephone number you have provided using an autodialed and/or prerecorded or artificial voice message to provide you with transactional information regarding your Membership. You are not required to agree to receive prerecorded or artificial voice messages and, if applicable, calls to your wireless phone, as a condition of your Membership. Periodically, we will utilize the National Change of Address (NCOA) system as well as other available databases and information to update your information. You can change your account information by accessing AAA.com and updating your profile, by calling 800-222-8252, in person at a AAA branch, or by mail addressed to AAA Northeast, 110 Royal Little Drive, Providence, Rhode Island 02904. We cannot assume any liability for correspondence, mail or email that is lost, delayed, or misdirected. To obtain Membership benefits, the name on your Membership Card must match the name on your valid government issued identification. We may send you a temporary Membership card as part of a promotion at no cost to you (“Temporary Promotional Membership Card”). Any Temporary Promotional Membership Card provides limited Membership benefits and does not include Roadside Assistance or Bicycle Transportation Assistance. Notwithstanding, we may offer existing Members a temporary Plus or Premier promotional Membership at no cost (“Promotional Membership”). The Promotional Membership must be activated by you. Once activated by you, the Promotional Membership includes Roadside Assistance and any additional Plus or Premier Member benefits, as applicable. Membership products and services may vary depending upon your geographic location. Membership dues and fees may change without notice.

B. Term

Your annual Membership term will commence upon joining and will expire on either (i) the 1st day of the month or (ii) the 15th day of the month after your one-year anniversary date, as determined by AAA (“Expiration Date”).

C. Fees/Payment Plans

Prior to the Expiration Date of your Membership, you will receive a renewal notice for dues and a new Membership card for the subsequent 12-month period. A charge may be assessed for lost or stolen Membership cards and returned checks.

- (i) **Annual Payment Plan.** Renewal Membership payment is due in full before your current Membership Expiration Date. Membership dues paid during the 90-day period after the Expiration Date renews your Membership for twelve months from the original Membership Expiration Date. Payment received more than 90 days following the Expiration Date causes a new Membership to be established with a new Expiration Date and may result in charges such as nonrefundable enrollment and same-day service fees. A grace period of 15 days follows the Expiration Date in which all Member benefits, including Roadside Assistance, are available.
- (ii) **Monthly Payment Plan.** Members who have a valid email address and agree to automatically renew their Membership are eligible to pay their annual Membership dues pursuant a monthly payment plan (“MPP”). Members paying pursuant to a MPP (“Monthly Members”) are responsible for paying one-twelfth (1/12th) of the annual Membership dues, plus a one dollar (\$1) per month convenience billing fee, on monthly basis. Membership dues for Monthly Members that are not paid by the Expiration Date will result in cancellation of the Membership. Requirements for participation in the MPP include the following:
 - a. All Members in a household must be on the same payment plan and must have the same Expiration Date for their Memberships.
 - b. A MPP will not be subject to an enrollment fee nor a cancellation fee and will not be eligible for a refund upon termination/cancellation.
 - c. A Monthly Member may incur a same day service fees, if applicable.
 - d. MPP Membership duration will count towards a Member’s tenure.
 - e. A Monthly Member may enroll or upgrade to a Plus or Premier Membership, subject to all the terms and conditions of those Memberships.
 - f. There are no gift Memberships available on the MPP.
 - g. Payment for a Membership on the MPP must be made by credit or debit card.

D. Automatic Renewal

By selecting the automatic renewal option, you authorize AAA to renew your annual Membership at your current Membership type (Basic, Plus or Premier) and on your current payment plan (annually or monthly) at prevailing rates up to 30-days in advance of your Membership Expiration Date by charging the credit/debit card you have provided to us. Your Membership Expiration Date may be extended upon your request subject to our prior written approval, which may be granted in our sole discretion. If we agree to extend your Membership Expiration Date, you may be charged prorated Membership dues for the term of your Membership extension. Membership is valid up to and

including your Membership Expiration Date. Membership overpayments up to ten (\$10.00) dollars will be credited to your next Membership renewal.

E. Cancellation; Termination

(i) You have the right to cancel your Membership at any time. Membership cancellation is subject to payment of a cancellation fee of \$10.00, unless otherwise noted as part of a promotion; provided, however cancellation fees shall not apply to Memberships subject to automatic renewal. Except for Monthly Members, if you cancel your Membership, you will receive a pro rata refund of your Membership dues. Refunds will be issued using the original form of payment, when possible. . If your Membership is cancelled for any reason and you wish to rejoin, you may not retain your tenure as a AAA Member.

(ii) We may terminate or downgrade your Membership, including any Associate Memberships, without notice, for any reason, in which case we will provide you with a pro rata refund of your Membership fee less any other amounts owed to us.

(iii) We may terminate any or all, or portions thereof, of the benefits and services available under Membership at any time with or without notice.

(iv) Upon Membership termination, all Membership benefits shall cease.

(v) Monthly Members that are cancelled and want to renew after their Expiration Date, can only renew under an annual payment plan, which requires payment in full and may be subject to a nonrefundable enrollment and same-day services fees.

F. Member Privacy Policy and Social Media

Any information we capture is subject to the AAA Privacy Policy as amended from time to time. You may view the current version of the AAA Privacy Policy at any time online at AAA.com. We maintain certain social media sites. Should you post any content to our social media sites, you consent to our use and/or re-post of such content in any media, including marketing materials, at our sole discretion. We also reserve the right to remove any posts to our Social Media sites, in our sole discretion.

G. Publication

AAA produces and mails a bimonthly publication on issues relevant to our Members. The subscription rate is \$2.00 annually, which is included in the Primary membership dues.

H. DISCLAIMERS; LIMITATION OF LIABILITY

THE MEMBERSHIP BENEFITS AND SERVICES ARE PROVIDED ON AN "AS AVAILABLE" BASIS.

AAA AND ALL OF ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, INDEPENDENT CONTRACTORS AND AGENTS (COLLECTIVELY "THIRD PARTY PROVIDERS") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THIRD PARTY PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY

DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THIRD PARTY PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

I. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

MANY DISPUTES CAN BE RESOLVED SIMPLY BY WRITING TO US. WE WILL WORK TO RESOLVE ANY DISPUTE WITH YOU ARISING OUT OF OR RELATING TO YOUR MEMBERSHIP AS EXPEDITIOUSLY AS POSSIBLE. YOU AGREE TO CONTACT US IN WRITING DESCRIBING YOUR DISPUTE, AND WE WILL RESPOND TO YOU WITHIN 30 DAYS. PLEASE INCLUDE WITH YOUR CORRESPONDENCE ANY INFORMATION THAT YOU WOULD LIKE US TO CONSIDER. IF WE CANNOT RESOLVE THE DISPUTE WITHIN 30 DAYS, YOU AGREE TO SUBMIT ANY AND ALL DISPUTES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, CONSUMER PROTECTION CLAIMS, STATUTORY VIOLATIONS OF ANY KIND, STRICT LIABILITY, NEGLIGENCE, MISREPRESENTATION AND/OR FRAUD (“CLAIMS”), TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE UNITED STATES CODE). IN SO AGREEING, YOU WAIVE ANY RIGHTS TO TRIAL BY JURY WITH RESPECT TO SUCH DISPUTES. THE ARBITRATION SHALL BE CONDUCTED IN THE STATE IN WHICH YOU RESIDE, AND THE LAWS OF THE STATE OF DELAWARE SHALL APPLY. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS. NOTWITHSTANDING THE ABOVE, AS SET FORTH ABOVE, THE DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT.

J. Changes to Terms

We may change the Terms at any time without notice or liability by posting revised Terms on the AAA website located at AAA.com. Any change shall take effect immediately, unless otherwise provided.

SCHEDULE A

Detailed Description of Services*
 Required Membership Types: Basic, Plus, Premier
 (Y) = Covered Service- (N) = Not Covered Service

	Four-wheeled vehicles								Dual-wheel			
	Automobiles		Trucks, Pickups & Vans		Campers & Motor homes		Travel & Camping Trailers		Dual-Wheeled Campers & Motor Homes ¹		Dual-Wheeled Unloaded Pickups ²	
Services Provided												
Minor Mechanical Repairs and Adjustments	Basic	Y	Basic	Y	Basic	Y	Basic	N	Basic	Y	Basic	Y
	Plus	Y	Plus	Y	Plus	Y	Plus	N	Plus	Y	Plus	Y
	Premier	Y	Premier	Y	Premier	Y	Premier	N	Premier	Y	Premier	Y
Tire Service	Basic	Y	Basic	Y	Basic	Y	Basic	N	Basic	N	Basic	N
	Plus	Y	Plus	Y	Plus	Y	Plus	N	Plus	N	Plus	N
	Premier	Y	Premier	Y	Premier	Y	Premier	N	Premier	N	Premier	N
Battery Service	Basic	Y	Basic	Y	Basic	Y	Basic	N	Basic	Y	Basic	Y
	Plus	Y	Plus	Y	Plus	Y	Plus	N	Plus	Y	Plus	Y
	Premier	Y	Premier	Y	Premier	Y	Premier	N	Premier	Y	Premier	Y
Fuel Delivery Service	Basic	Y	Basic	Y	Basic	Y	Basic	N	Basic	Y	Basic	Y
	Plus	Y	Plus	Y	Plus	Y	Plus	N	Plus	Y	Plus	Y
	Premier	Y	Premier	Y	Premier	Y	Premier	N	Premier	Y	Premier	Y

Lockout Service	Basic	Y	Basic	Y	Basic	Y	Basic	N	Basic	Y	Basic	Y
	Plus	Y	Plus	Y	Plus	Y	Plus	N	Plus	Y	Plus	Y
	Premier	Y	Premier	Y	Premier	Y	Premier	N	Premier	Y	Premier	Y
Extricating/ Winching Service	Basic	Y	Basic	Y	Basic	Y	Basic	N	Basic	N	Basic	Y
	Plus	Y	Plus	Y	Plus	Y	Plus	N	Plus	N	Plus	Y
	Premier	Y	Premier	Y	Premier	Y	Premier	N	Premier	N	Premier	Y
Towing Service	Basic	Y	Basic	Y	Basic	Y	Basic	N3	Basic	N	Basic	Y
	Plus	Y	Plus	Y	Plus	Y	Plus	N3	Plus	N	Plus	Y
	Premier	Y	Premier	Y	Premier	Y	Premier	N3	Premier	N	Premier	Y

*Other services may be offered.

1. Dual-wheel campers/motor homes will be provided all Services except towing, extrication/recovery and tire Service.
2. Dual-Wheel unloaded pickup trucks are provided all Services except flat tire Service.
3. Towing shall be provided for light duty trailers, excluding fifth wheel trailers, being towed at the time of disablement. At AAA's sole discretion, Members may be required to pay for towing the trailer.