

## **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.

**THESE TERMS INCLUDE AN (1) AGREEMENT TO RESOLVE ANY DISPUTES IN BINDING, INDIVIDUAL-ONLY ARBITRATION (2) A JURY TRIAL WAIVER AND (3) A CLASS ACTION WAIVER, AS DETAILED IN SECTION 6.I BELOW, " DISPUTE RESOLUTION AND CLASS ACTION WAIVER".**

### **1. Membership**

#### **A. Membership Information and Membership Types**

We offer the following Membership types: Basic, Plus, Premier, AAA Everyday and a Motorcycle and RV Upgrade (defined below). Member benefits vary depending on your Membership type. Click [here](#) to understand the different Member benefits for each Membership type. 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 will be updated and published at [www.AAA.com](http://www.AAA.com). You may view the current version of these Terms at any time online at [AAA.com](http://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, other than your Membership dues, enrollment fee and any amount otherwise communicated to Member for any specific services. Upon joining, Basic, Plus and Premier Members are required to pay an enrollment fee of \$15 for Primary Members and \$5 for Associate Members. AAA Everyday Members are required to pay an enrollment fee of \$5 for each Primary and Associate Members. Member benefits commence upon receipt of your payment by us; provided, however Members (both Primary and Associate) requiring road service on the same day they join or reenroll, as new members, will be subject to a nonrefundable \$90 same-day service fee which must be paid in full prior to dispatching road service.

#### **B. Plus and Premier Membership Conditions**

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. 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, as applicable. Upgrades to Plus or Premier membership must be paid in full at the time of upgrade transaction. Plus or Premier benefits commence seven (7) days following receipt of your payment by us. AAA Everyday Members are not eligible for Membership upgrades.

### **C. Primary and Associate Members**

The Primary Member is the person who established the Membership. Associate Members are other persons residing in the household who are on the Membership account. We require a Primary Member to 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, an Associate Member, if any, will become the Primary Member. 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 Primary Member and meet eligibility requirements. Associate Members must be paid in full when being added to a Membership. The Primary 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. Primary and Associate Members enjoy the same Membership benefits based on the household membership type, which shall be the same for all Members on the account. Associate Members may make changes to the Membership with the exception of cancelling the Primary Member's Membership.

### **D. Free Teen Program**

The AAA Free Teen Program offers a free Associate Membership of up to one year to teenagers between 16 - 19 years old living in an active AAA Northeast Primary Member household ("Free Teen"). The term of the Free Teen benefit covers the period starting from enrollment of the Free Teen until the Primary Member's next expiration date. A Free Teen must be added to the Free Teen Program prior to attaining the age of 20. In the event the Primary Member cancels his/her Membership, any Free Teen Membership associated with the cancelled Membership is cancelled as well. Free Teen benefits are nontransferable. The Free Teen Program includes all AAA Northeast Member benefits and cannot be combined with other free Associate promotions. AAA Everyday Members are not eligible for the Free Teen Program.

### **E. AAA Everyday Membership**

The AAA Everyday Membership includes all the Basic Member benefits with the exception of Roadside Assistance and the Free Teen Program. AAA Everyday Members are not eligible for discounted Associate dues or fees. AAA Everyday Members must be enrolled in a Digital Membership. AAA Everyday Members must be enrolled in automatic renewal.

### **F. Motorcycle and RV Upgrade**

Members may add the optional Motorcycle and RV service as an upgrade to their Plus or Premier Membership ("Motorcycle and RV Upgrade"). To be eligible for the Motorcycle and RV Upgrade, 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 and RV Upgrade dues in addition to the Plus and Premier Membership dues. The Motorcycle and RV Upgrade is not available to Basic Members and AAA Everyday members; however, Basic Members who elect to upgrade to a Plus or Premier Membership can enroll in the Motorcycle and RV Upgrade, subject to the seven-day waiting period for Plus or Premier Roadside Assistance (as hereinafter defined); provided, however during such waiting period Members will only be entitled to Roadside Assistance as a Basic Member which is limited to service for passenger vehicles only. Roadside Assistance calls provided as part of the Motorcycle and RV Upgrade are included within the allowed allotment of Roadside Assistance calls per Member such that if you enroll in the Motorcycle and RV Upgrade at any time other than renewal, you

are only entitled to the remaining Roadside Assistance calls in your annual allotment. Adding the Motorcycle and RV Upgrade allows you to use those remaining calls whether you are in a vehicle or on a motorcycle. The Motorcycle and RV Upgrade offers Roadside Assistance services to Members either driving or riding on the following eligible vehicles: (I) Dual-wheel campers/motor homes (“RVs”); (ii) Motorcycles (two and three wheeled, including with sidecars); (iii) Mopeds; (iv) Scooters; and (v) 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 and RV Upgrade does not cover motorcycle trailers or any other vehicle not specifically listed as eligible.

Services available under the Motorcycle and RV Upgrade include the following:

- (i) Towing (available only if your motorcycle or RV cannot be started, is damaged as a result of an accident or when in AAA’s judgment the motorcycle or RV cannot be placed in a safe driving condition), extrication and winching up to \$500 per service call and up to \$1,000 total per household per Membership year. Members are responsible for all other costs of service above such amounts. We will provide you with a good faith estimate of such additional charges, for which you are responsible.
- (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 and RV Upgrade 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 and RV Upgrade dues will be allocated and charged to the Primary Member. Either AAA or you may cancel your Motorcycle and RV Upgrade at any time. If your Motorcycle and RV Upgrade 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 and RV Upgrade for a period of at least twelve (12) months from the effective date of the Motorcycle and RV Upgrade cancellation. Cancellation for any reason will be effective upon, and Motorcycle and RV Upgrade 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 [here](#). As part of Roadside

Assistance, AAA or its independent contractors may attempt minor mechanical adjustments on your vehicle, but 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 a Member 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. AAA Everyday Members are not eligible for Roadside Assistance.

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 manufacturer's 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 Vehicle**

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, except as otherwise set forth herein, at no charge to you, to either the responding independent contractor automobile service facility, or to any location within three (3) miles of the location of the vehicle. In the case of an accident, you must ask the police to call us to dispatch tow service, if legally permitted to do so. Except for Motorcycle and RV Upgrade, 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 (3) miles depending on your Membership type. Plus Members 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 in the area. 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 (as hereinafter defined) to Club, 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. Motorcycle and RV towing shall be provided without regard to the miles towed, subject to the \$500 and \$1000 maximum per tow and per household per Membership year, respectively, as set forth in Section 1.D. We will provide you with a good faith estimate of such additional charges, for which you are responsible at the time of service.

#### **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. Motorcycle and RV extrication or winching service shall be provided without regard to the miles towed subject to the \$500 and \$1000 maximum per tow and per household per Membership year, respectively, as set forth in Section 1.D. We will provide you with a good faith estimate of such additional charges, for which you are responsible at the time of service.

#### **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: (a) throughout the State of Rhode Island; (ii) the Town of Pawcatuck, and New Haven, Fairfield and Litchfield counties in the State of Connecticut; (iii) throughout 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, the five boroughs of New York City, and 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.

#### **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 Member must have a valid Membership, and a government issued identification must be shown to AAA at time of service. If a Member does not have a valid Membership or a government issued identification 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 or 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 and the vehicle must be properly registered.
- (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 passenger vehicles are eligible for Roadside Assistance. Motorcycle and dual-wheel campers/motor homes will be provided all Services except towing, extrication/recovery and tire service, unless you have purchased the Motorcycle and RV Upgrade Dual-wheel, unloaded pickup trucks are provided all Services except flat tire service. Rented passenger vehicles are eligible for Service. Certain commercial passenger 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. Motorcycles and RV(s) may be eligible for towing, extrication/recovery and tire service provided you have the Motorcycle and RV Upgrade and are a Member in good standing. Refer to Section 1.E for details.
- (ix) **VEHICLES NOT ELIGIBLE:** Unattended, abandoned, illegally parked, vehicles 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 snowplow, 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, including without limitation vehicles for which there is no legal driver available, e.g. not under the influence of drugs or alcohol.
- (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, including without limitation ride sharing services such as Uber and Lyft.
- (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 (4) Road Service calls in a Membership year including for Motorcycles and RVs, if applicable. We may determine that your 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. If you require more than four (4) 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.

(xxi) Audio and video recording devices are used in roadside assistance vehicles, including inside such vehicles.

### **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 (2) Bicycle Transportation Service calls per Membership year and is limited to ten (10) miles per call at no charge. Bicycle Transportation Service in excess of two (2) Bicycle Transportation Service calls per Membership year or ten (10) miles per call may incur additional charges. We will provide an estimate of the fee prior to dispatching a driver. 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 have a valid Membership and show a valid photo identification. Bicycle Transportation Service is not transferrable.

### **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. Visit [AAA.com/Discounts](http://AAA.com/Discounts) for discount listings, codes and restrictions.

### **5. Products and Services**

We partner with third-party service providers (“Service Providers”) who offer 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 most cases, 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 and Communication

- (i) **General.** 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 (s) and date of birth. You consent to AAA calling and/or texting you on the telephone number(s) 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 an AAA branch, or by mail addressed to AAA Northeast, 110 Royal Little Drive, Providence, Rhode Island 02904. To access your Membership information via AAA.com, you will be required to create a login username and password. 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 must match the name on your valid government issued identification. We may offer you a Membership as part of a promotion at no cost or a discounted cost to you ("Promotional Membership"). Except as otherwise specified in the promotional materials, any Promotional Membership provides all Membership benefits in accordance with these Terms. Membership products and services may vary depending upon your geographic location. Membership dues and fees may change without notice.
- (ii) **Digital Membership.** As part of AAA Northeast's efforts to adopt environmental practices that foster a sustainable future, the Club is committed to offering a digital membership ("DM") to its Members for materials related to their Membership. Please note that DM members may still receive paper correspondence for non-membership related matters, such as for insurance, financial services and other Club business lines. With the exception of Members who pay monthly and AAA Everyday Members, Members can opt out of the DM at any time; provided, however, the Club may still email and/or text, as permitted by law, from time to time. Member selecting DM will receive Membership related notices and communications from the Club electronically, including without limitation the Member's Membership Card, offers, certain marketing materials, Membership renewals/invoices, privacy notices, and publications from the Club. Eligible Members may elect or cancel the DM by accessing AAA.com and updating their

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.

#### **B. Term**

Your annual Membership term (“Term”) will commence upon our receipt of payment of Membership dues and will expire on either (i) the 1<sup>st</sup> day of the month or (ii) the 15<sup>th</sup> day of the month after your one-year anniversary date, as determined by AAA (“Expiration Date”); provided, however the Term for Associate Memberships will be aligned with the Primary Member upon joining so may be shorter than one (1) year for the first year of Membership, in which case the dues, and any corresponding discount, will be prorated accordingly. Membership dues paid during the ninety (90) day period after the Expiration Date renews your Membership for twelve (12) months from the original Membership Expiration Date. Payment received more than ninety (90) days following the Expiration Date or at the request of the Member 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 which must be paid in full prior to dispatching road service. A grace period of fifteen (15) days follows the Expiration Date in which all Member benefits, including Roadside Assistance, are available; provided Membership dues must be paid prior to Service. 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 dollars (\$10.00) will be credited to your next Membership renewal. Overpayments over ten dollars (\$10.00) will be refunded to the Member.

#### **C. Payment**

Prior to the Expiration Date of your Membership, you will receive a notice of renewal for the subsequent twelve (12) month period. A charge may be assessed for returned checks.

- (i) **Annual Payment Plan.** Payment in full for your Membership is due upon joining. Depending on when you join and your Expiration Date, your payment may include extra days for the first year of Membership for which there is no charge. Renewal Membership payment is due in full before your current Membership Expiration Date.
- (ii) **Monthly Payment Plan.** Members who have a valid email address and agree to the PO, are eligible to elect to pay their Membership dues monthly. Members on the Monthly Payment Plan authorize the Club to deduct their Membership dues from a valid credit or debit card on a monthly basis over the Term of their Membership. Depending on when you join and your Expiration Date, your payment may include extra days for the first year of Membership for which there is no extra charge. If you elect to pay monthly, you are subject to all provisions in

these Terms and Conditions, except as stated herein. Additional requirements for paying monthly include the following:

- a. All Members must agree to automatically renew their Membership. The automatic renewal at the Expiration Date will renew Membership for the next year.
- b. All Members in a household must also pay monthly and must have the same Expiration Date for their Memberships.
- c. If monthly Membership dues are not paid when due, Membership benefits will automatically terminate; provided, however, the Membership will be converted to an annual payment plan upon Member's payment of the remaining annual dues and all unused Member benefits will be available to the Member through the Membership Expiration Date. However, the annual limits on Road Service calls set forth above in Section 2.J (xviii) will apply for the entire Membership Term, including any and all Road Service calls made while on the Monthly Payment Plan.
- d. Membership can be canceled at any time, but Members are not eligible for refunds for a partial month of service.
- e. There are no gift Memberships available if you choose to pay monthly.

#### **D. Automatic Renewal**

By selecting the automatic renewal, you authorize AAA to renew your annual Membership at your current Membership type (Basic, Plus, Premier or AAA Everyday) and on your current payment frequency (annually or monthly) at prevailing rates up to thirty (30) days in advance of your Membership Expiration Date by charging the credit/debit card you have provided to us. We may use databases and other information to ensure that your credit card information is up to date. In advance of your Expiration Date and before you are charged, AAA will provide notice of the automatic renewal.

#### **E. Cancellation; Termination**

- (i) You have the right to cancel your Membership at any time. If you cancel your Membership, you will receive a pro rata refund of your Membership dues; provided, however, Members paying on the MPP will not be eligible for a refund for a partial month or partial quarter upon termination/cancellation. 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 dues 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 Payment Plan Members that are cancelled and want to renew, 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. 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.

**H. DISPUTE RESOLUTION AND CLASS ACTION WAIVER**

- A. You and AAA ("the Parties") agree to use our respective best efforts to settle any claim, dispute, or controversy arising out of, relating to, or connected in any way with memberships, programs, products, services, payments, renewals, communications, or anything described by or related to these Terms ("Dispute") directly through consultation and good faith negotiations, which shall be a precondition to either Party initiating a lawsuit or arbitration ("Action"). If you have a Dispute with us, you must send an individualized, written notice describing the Dispute to us via email to [legalnotices@aaanortheast.com](mailto:legalnotices@aaanortheast.com). If we have a Dispute with you, we will send a written notice to you using the contact information we have for you. Promptly following receipt of such notice, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with

each other and try to resolve informally any Dispute covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if we are represented by counsel, our counsel may participate in the conference as well, but we agree to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in the voluntary dispute resolution process required by this paragraph.. If the Dispute is not resolved within 60 days of the opposing Party receiving the notice, then either you or we may proceed with an Action. Failure to complete the Voluntary Dispute Resolution procedures is grounds for dismissal of any Action. If a Party brings an Action without following the Voluntary Dispute Resolution Procedures, such Party is required to pay any reasonable costs and fees of the other Party.

- B.** All Disputes will be resolved through binding individual arbitration. You agree to give up your right to go to court to assert or defend your rights under these Terms and with respect to any dispute. You and AAA expressly delegate to the arbitrator the authority to determine the arbitrability of any dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.
- C.** All Disputes will be resolved by arbitration in Providence, Rhode Island before one arbitrator.
- D.** The parties agree to submit the dispute to binding arbitration in accordance with the Consumer Arbitration rules of the American Arbitration Association (“AA Association”) then in effect. Except as otherwise provided herein, the arbitrator will apply the substantive laws of the State Courts of Rhode Island and United States District Court located in Rhode Island, without regard to conflict of laws rules. Within ten (10) calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five years’ experience in that capacity and who has knowledge of and experience with the subject matter of the dispute. If the parties do not agree on an arbitrator within ten (10) calendar days, a party may petition the AA Association to appoint an arbitrator, who must satisfy the same experience requirement. The arbitrator will decide the enforceability and interpretation of this arbitration agreement in accordance with the Federal Arbitration Act (the “FAA”). The parties also agree that the AA Association’s rules governing Emergency Measures of Protection shall apply in lieu of seeking emergency injunctive relief from a court. The decision of the arbitrator will be final and binding, and no party will have rights of appeal except for those provided in section 10 of the FAA. Each party will bear its share of the fees paid for the arbitrator and the administration of the arbitration; however, the arbitrator will have the power to order one party to pay all or any portion of such fees as part of a well-reasoned decision. The parties agree that the arbitrator will have the authority to award attorneys’ fees only to the extent expressly authorized by statute or contract. The arbitrator will have no authority to award punitive damages and each party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If any term or provision of this agreement to arbitrate is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not

affect any other term or provision of this agreement to arbitrate or invalidate or render unenforceable such term or provision in any other jurisdiction.

- E. The arbitration shall be conducted via electronic or telephonic means, unless the Arbitrator believes, in the interests of justice, that the arbitration should be conducted in person. If the party seeking arbitration fails to appear at the administrative conference regardless of whether such party's counsel attends, the Arbitrator will administratively close the arbitration proceeding without prejudice, unless such Party shows good cause as to why they were not able to attend the conference.
- F. In lieu of arbitration, either you or AAANE may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim. If a Dispute qualifies for small claims court, but a Party commences an arbitration proceeding, the other Party may elect instead to have the Claim resolved in small claims court, and upon written notice of a Party's election, the arbitrator will administratively close the arbitration proceeding.

**G. Waiver of Jury Trial and Right to Bring Class Actions and Representative Claims**

**THE PARTIES AGREE TO ARBITRATE OR BRING ANY CLAIM SOLELY ON AN INDIVIDUAL BASIS, AND THESE TERMS DO NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. IF FOR ANY REASON A DISPUTE PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL, AND ANY COURT TRIAL OF A DISPUTE ARISING UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS OR REPRESENTATIVE ACTION.**

- H. If a court decides that applicable law precludes enforcement of any of the preceding paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) will remain in court and be severed from any other proceeding or arbitration.
- I. This Agreement to Arbitrate will be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act, and the terms contained herein will survive, even after your receipt of text messages ends or your cancellation or termination of your agreement to participate in any of the Programs or receive the Services.

**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			
Services Provided	Automobiles		Trucks, Pickups & Vans		Campers & Motor homes		Travel & Camping Trailers		Dual-Wheeled Campers & Motor Homes <sup>1</sup>		Dual-Wheeled Unloaded Pickups <sup>2</sup>	
<b>Minor Mechanical Repairs and Adjustments</b>	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
<b>Tire Service</b>	Basic	Y	Basic	Y	Basic	Y	Basic	N	Basic	N	Basic	N
	Plus	Y	Plus	Y	Plus	Y	Plus	N	Plus	Y	Plus	N
	Premier	Y	Premier	Y	Premier	Y	Premier	N	Premier	Y	Premier	N
<b>Battery Service</b>	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
<b>Fuel Delivery Service</b>	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



<b>Lockout Service</b>	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
<b>Extricating/ Winching Service</b>	Basic	Y	Basic	Y	Basic	N	Basic	N	Basic	N	Basic	Y
	Plus	Y	Plus	Y	Plus	Y <sup>1</sup>	Plus	N	Plus	Y	Plus	Y
	Premier	Y	Premier	Y	Premier	Y <sup>1</sup>	Premier	N	Premier	Y	Premier	Y
<b>Towing Service</b>	Basic	Y	Basic	Y	Basic	N	Basic	N <sup>3</sup>	Basic	N	Basic	Y
	Plus	Y	Plus	Y	Plus	Y <sup>1</sup>	Plus	N <sup>3</sup>	Plus	Y <sup>1</sup>	Plus	Y
	Premier	Y	Premier	Y	Premier	Y <sup>1</sup>	Premier	N <sup>3</sup>	Premier	Y <sup>1</sup>	Premier	Y

\*Other services may be offered.

1. Dual-wheel campers/motor homes will be provided with all Services except towing, extrication/recovery and tire Service unless a Member has the Motorcycle and RV Upgrade.
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.