

Care Card Membership Agreement

Please read the following terms of the Membership Agreement. Membership enrollment indicates that the Member has read and accepted these terms of membership. This Membership Agreement is between *Doctors Direct* of the CSRA, Inc., a Georgia company and the Member whose name appears on the card.

1. The Member understands that the Care Card program is not a health insurance plan or policy. There will be no payments made to a provider or to the Member by *Doctors Direct* of the CSRA, Inc. The Care Card is a non-insurance medical discount card program which entitles the Member(s) listed on the card to the published discounted medical fees when payment is made at the time of service.
2. Membership is effective upon full payment. Membership is on an annual basis and will be denied for lack of payment, e.g., returned checks, insufficient funds or denial by Member's credit card company. All payment is processed electronically.
3. If the Member is not completely satisfied with Membership, *Doctors Direct* of the CSRA, Inc. will refund the membership fee within the first 30 days of membership upon written notification and receipt of the Member's Care Card(s). If the Member is not satisfied with the Enhanced Pharmacy option, the Member will receive a refund for the optional benefit if the Member returns his/her membership card(s) within THIRTY (30) days of purchase. If a refund for the Enhanced Pharmacy is issued, there will be a nominal fee deducted from the total amount of the refund for the reprint of the Member's membership card(s). The fee is as follows: \$5.00 for 1 card; \$7.50 for 2 cards; \$10.00 for 3 cards; and for more than 3 cards, the fee will be \$12.50 plus \$2.50 for each additional card.
4. Membership is non-transferable.
5. The Member understands that there will be a \$5.00 fee per card to reissue a Member's card.
6. Member understands that the Care Card program is not responsible for any health services provided or the omission of such services provided by participating providers. All health care decisions are the responsibility of the Member and his or her participating provider(s).
7. Member understands that it is the Member's responsibility to confirm, whenever necessary, that laboratory tests and/or procedures are referred to providers that are participating in the Care Card network.
8. Member understands that *Doctors Direct* of the CSRA, Inc. does not credential participating providers. All participating providers maintain the appropriate state licensing to perform their services at the time of the provider's decision to participate.
9. Member understands that it is the decision of the Member to select his or her participating provider(s). It is the obligation of the Member and his or her participating provider to make all health care decisions. *Doctors Direct* of the CSRA, Inc. is not responsible for any claims or liable for any benefits relating to any services or products offered by participating providers.
10. Member understands that this Agreement and terms of membership is governed by the laws of the State of Georgia. Nothing in this Agreement is intended to negate the consumer protection laws of Georgia relating to medical discount cards and the sale of same.
(OCGA 10-1-393(32) [link = http://www.legis.state.ga.us/cgi-bin/gl_codes_detail.pl?code]).
11. *DOCTORS DIRECT* OF THE CSRA, INC. MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY OF THE MEMBERSHIP BENEFITS OR RELATED INFORMATION PROVIDED TO MEMBER. OUR LIABILITY SHALL NOT EXCEED THE MEMBER'S ANNUAL MEMBERSHIP FEE AND UNDER NO CIRCUMSTANCES, SHALL *DOCTORS DIRECT* OF THE CSRA, INC. BE LIABLE FOR THE MEMBER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. MEMBER AGREES TO WAIVE ALL CLAIMS HE OR SHE MIGHT HAVE AGAINST *DOCTORS DIRECT* OF THE CSRA, INC., ITS OFFICERS, DIRECTORS AND EMPLOYEES FOR ACTS AND OMISSIONS OF PARTICIPATING PROVIDERS AND OR HEALTH CARE PRODUCTS ACQUIRED AS A MEMBER OF THE CARE CARD PROGRAM.
12. *Doctors Direct* of the CSRA, Inc. reserves the right to terminate the membership of any Member for failure to pay a participating provider accessed under the Care Card program under the terms provided.