American Traveler Motor Club, Inc. Membership Agreement

The following terms and conditions of this Membership Agreement (the "Agreement") govern the American Traveler Motor Club, Inc. Program ("Program") provided to members of the Program ("Members") by The American Traveler Motor Club, Inc. ("ATM"). By accepting enrollment in the Program, you are agreeing to the terms of this Agreement.

- 1. Description of Benefits. Each Member is entitled to receive the Membership Benefits ("Services") as set forth in the Membership Kit including access to Services provided by participating third party providers ("Provider"). The Services are subject to change, modification, or substitution at any time without notice to the Member. In order to receive Services, a Member must access the services as instructed within the Membership Kit and or through the Member page of the ATM Website. Members must pay Provider directly at time of Service unless otherwise agreed upon between Provider and Member.
- 2. Membership Term. Once the Program Membership Fee (if applicable) and any enrollment fee (if applicable) is paid, a Member shall be entitled to all Services for the Membership Term the Member selects at the time of enrollment commencing on the date of ATM's receipt of the enrollment. Members may select from Membership Terms offered at the time of enrollment.
- 3. Automatic Renewal of Membership Term. At the conclusion of the Membership Term, membership in the Program will be renewed automatically and the Membership Fee for an additional term will be charged directly against the Member's checking account, credit card account or as otherwise directed by the Member at the time of enrollment, as applicable unless the Member notifies ATM by providing written notification prior to the new Membership Term that he/she wishes to cancel his/her membership in the Program.
- 4. Cancellation and Refund Option. If, for any reason, a Member is not satisfied with the Program and wishes to terminate his/her membership, the Member may cancel the membership by notifying ATM in writing or by telephoning a Program representative. Membership in the Program shall terminate on the date that ATM receives written notice of cancellation. Cancellations within the first 30 days of Membership may be eligible for refund. Any enrollment fees collected at the time of enrollment are not refundable unless mandated by law.
- 5. Membership Payment/Billing. Unless payment is made by check (other than a direct debit) or payroll deduction through the members employer, payment of the initial Membership Fee and any renewal Membership Fee is made automatically by a direct charge against the Member's checking account or credit card account (depending on the payment option authorized by the Member) for the full amount of the Program for the Membership Term. Members who chose to pay Membership Fees by a direct charge against the Member's checking account or credit card account, may not receive notice from ATM of a subscription payment due; rather, the Member will be notified of the billing in his/her checking account or credit card statement. Each Member hereby authorizes ATM to bill and receive payment for the Program Membership Fee as explained in this Agreement. ATM reserves the right to increase the Membership Fee for a future Membership Term, in which case the Member will be notified and the increased Membership Fee will be effective upon renewal of the Program membership.
- 6. Member Representations and Acknowledgements. In return for the Services available under the Program, the Member makes the following representations and acknowledgements:
- (a) Member has read this Agreement carefully, understands the Program, and understands the various billing methods for payment of the Membership Fee.
- (b) Member may cancel his/her Program membership at any time before the conclusion of the Membership Term and will be entitled to a refund subject to the terms of Paragraph 3 of this Agreement.
- (c) Unless the Member cancels his/her membership in accordance with Paragraph 3 or 4 of this Agreement, the Program membership will be automatically renewed on the first day following the conclusion of a Membership Term, and payment of the Program Membership Fee for the new Membership Term will be made by a debit to his/her checking account or credit card account unless payment was made by check (other than a direct debit) or payroll deduction. If the payment was made by check, Member will receive a bill for the Membership Fee.