

Terms and Conditions

The following Terms and Conditions (the "Terms and Conditions") are hereby incorporated as an integral part of the True Freedom Enrollment and Service Contract (collectively, the "Agreement"), between American Senior Services, Inc., a Florida Corporation ("ASSI"), and the member named in and who signed the Agreement ("you").

THIS AGREEMENT IS NOT INSURANCE, BUT RATHER CONSTITUTES A SERVICE CONTRACT. THIS IS NOT A REPLACEMENT OF ANY INSURANCE POLICY. IT IS NOT INTENDED TO BE UTILIZED AT THE TIME OF ENROLLMENT. (REVIEW SUITABILITY TO VALIDATE YOUR PURCHASE BELOW.) Member needs to choose the best plan within their budget at the time of enrollment. There are no upgrades. Members can choose to downgrade on the annual renewal date.

A member must be able to live independently at the time of enrollment and cannot currently be in need of or receiving any assistance (including from family members) with activities such as bathing, dressing, and transferring at the time of enrollment. If the intent upon enrollment is to go on service for a current condition following the initial 90-day Waiting Period, that would not be a suitable membership.

ASSI's membership program arranges for non-medical services to be provided in the comfort of your own home, either:

ANYTIME Home Care Services can be utilized any day/ evening/ night, including weekends and overnight service (or 24 hours/ 7 days a week live-in service), up to the total number of hours specified under the plan that you purchase. At the time that you designate a friend or neighbor for the ANYTIME Home Care Service, you will sign a release of ASSI from any liability for injuries or damages caused by your friend or neighbor. American Senior Services, Inc must also approve the selected friend or neighbor. Pre-authorized requests of 8 hours or more will be considered as 24-hour live-in services for that day. Payment will not exceed \$150 for a live-in friend or neighbor in any given 24-hour period.

AGENCY Home Care Service Up to five (5) hours a day, Monday through Friday between 9:00 a.m. and 5:00 p.m. by a network agency excluding National Holidays. Payments to network agencies cannot exceed \$150.00 a day. ASSI may change AGENCY service providers at any time.

In order to receive the AGENCY Home Care Service hours or the ANYTIME Home Care Service hours, your membership must be in effect for ninety (90) days (the "Waiting Period"), during which you cannot use any of the hours. Once the Waiting Period has elapsed, AGENCY Home Care Service hours and ANYTIME Home Care Service hours can be mixed and matched, up to the total number of hours specified under the plan that you purchase: provided, however, that both AGENCY Home Care Service hours and ANYTIME Home Care Service hours cannot be utilized in the same day. AGENCY Home Care Service will not be authorized by ASSI to transport members.

Notwithstanding the preceding paragraph, at any time after your membership has been active for ten (10) days, if a temporary situation arises during the remainder of the Waiting Period, then you may request EMERGENCY CARE BENEFITS during the Waiting Period, which may be AGENCY Home Care Services or ANYTIME Home Care Services, with the maximum service hours available being ten percent (10%) of the initial total number of hours specified under your plan.

The Lifetime Membership Hours of each plan are equally divided into ten (10) separate bundles. Once the service hours in the initial bundle have been exhausted, following a 90-day Rejuvenation Period (of non-use), the 2nd bundle of plan hours of membership can be accessed. A total of nine (9) Rejuvenation Periods occur, separating each bundle of hours that add up to the total Lifetime Membership Hours of a contract. All plans cover twelve (12) months (each a "Term"). Unused hours from a preceding term will roll over and must be utilized before service hours in a new bundle can be accessed following a 90-day Rejuvenation Period. The Home Care Hours of any plan can rejuvenate for up to the "Maximum Lifetime Membership Hours," which is a total of 10 times the initial bundle of hours of your chosen plan. Multiple bundles of hours can be utilized within a twelve (12) month term within the parameters of the contract. Contracts must be kept current through all periods of membership and continued access to any unused service hours in a chosen plan.

TO ACTIVATE SERVICES

To receive services, call the ASSI toll free customer service number: 1-888-245-9001

Membership must be paid by the due date to activate services. Please allow between 24 and 72 hours after your call for ASSI to coordinate services. Services could be delayed due to weather, location, availability, natural disasters, and pandemics. Requests should be essential and necessary. ASSI must pre-authorize all service requests. All unauthorized claims will be denied, and the member will be responsible for the payment of those services. All claims must comply with our Claims Policy, which is available upon request or at the time of service activation. The contract must be paid in full if the service is activated within the first 12 months. Non-use discount will discontinue when home care service is activated and will return to the current membership fee on the next payment due for the remainder of the membership. Service is not available outside of United States, assisted living facilities, nursing homes, and hospital confinement.

CANCELLATION

If a member fails to make a payment, ASSI will terminate the membership contract. In addition, all memberships include a one-time 10-day cancellation period. The cancellation notice must be submitted to ASSI in writing 10-days from the effective date of your membership. **Full refunds will be made during this time only. After 10-days, you may cancel your membership at any time; however, ASSI is under no obligation to refund any portion of your membership fee.** In the event of death, your estate will be refunded on a prorated basis. The death certificate must be received within 90 days from the date of passing.

MAIL LETTER TO: American Senior Services, Inc., 8250 Bryan Dairy Road Suite 350, Largo, FL 33777

MISCELLANEOUS

These Terms and Conditions may be amended from time to time by ASSI upon thirty (30) days of communication to you. In the event of such amendment by ASSI, you have the right to terminate the Agreement by giving written notice of such termination to ASSI as specified above within ten (10) days after your receipt of the notice from ASSI of the amendment to these Terms and Conditions. If ASSI determines that misstatement, fraud, or misappropriation of service was intended or utilized, ASSI reserves the right to terminate or revoke a membership contract. American Senior Services Inc. reserves the right to increase membership fees.

This Agreement is made in and shall be governed by and construed under the laws of the State of Florida.

The failure of either of us to exercise any of our rights or to enforce any of the provisions of the Agreement on any occasions shall not be a waiver of such right or provision, nor affect the right of such party thereafter to enforce each and every provision of the Agreement. If any provision of the Agreement is held to be invalid, illegal, or unenforceable under any applicable statute or the rule of law, then that provision shall be reformed to the maximum extent permitted to preserve the parties' original intent as agreed by the parties; failing which, such provision shall be severed from the Agreement, with the balance of the Agreement continuing in full force and effect. This Field Issued Agreement are retained by you at the time of purchase, with a signed copy being delivered to ASSI, as well.

I have read, and I understand the Terms and Conditions in full.

Member's Signature

Date

REPRESENTATIVE SURVEY REPORT

Have you reviewed the Suitability Survey for enrollment with your client? _____ YES or _____ NO

Representative's Signature

Print Name

Date