EyeLand Vision Club Membership Program

TERMS & CONDITIONS

The EyeLand Vision Club Membership Program (EVCP) offered by EyeLand Vision is not an insurance or health insurance policy. It is a paid club membership program whose active members receive discounts on services and materials for their eye care needs. It is offered by certain participating EyeLand Vision locations. EyeLand Vision is not a licensed insurer, health maintenance organization, or other underwriter of health care services. EyeLand Vision will not pay any portion of any provider's fees. You will receive discounts for vision care and vision care related products at the Westoaks, Katy EyeLand Vision locations. You are obligated to pay for all vision care services and products at the time of your appointment.

Limitations and Conditions

Savings are based upon EyeLand Vision's usual and customary fees. Actual savings will vary depending upon location and specific services or products purchased. Please verify such services and EVCP discounts with each location. The discounts contained herein may not be used in conjunction with any insurance benefits, coupons, other discount plans or any other offer. All listed or quoted prices are current prices and subject to change without notice. From time to time, EyeLand Vision may offer products or services to the general public at prices lower than the discounted prices available through this program. In such an event, members will be charged the lowest price. Discounts on professional services are not available where prohibited by law. This plan does not discount all procedures. It is the member's responsibility to verify that the EyeLand Vision location they visit is a participant in the plan. At any time EyeLand Vision has the right to eliminate a participating location at its sole discretion. EyeLand Vision cannot guarantee the continued participation of any location. If an EyeLand Vision location decides not to participate in the EVCP program, you will need to select another location. Services and service locations may change or be discontinued at anytime with or without notice as required by law.

Cancellations and Grievances

You have 30 days after the effective date to use the membership program risk-free. If for some reason within 30 days after the effective date you are dissatisfied with the program and wish to cancel and obtain a refund of any membership fees paid, please send a cancellation letter and a request for a refund with your name and member number to Attn: VSDP, 3418 Highway 6 South, Suite E, Houston, TX 77082. **Membership fees will not be refunded 30 days after the effective date**. EyeLand Vision reserves the right to terminate plan members from its plan for any reason, including nonpayment. If you would like to file a complaint or grievance regarding your plan membership, you must submit your grievance in writing to Attn: VSDP, 3418 Highway 6 South, Suite E, Houston, TX 77082. To add a family member to your plan or for assistance using your plan, please call Member Services 281-589-2955.

Renewal Information

By joining the EVCP membership program, you are authorizing EyeLand Vision to bill your credit card or checking account for the plan you have selected. This charge shall remain in force until you notify us in writing of its cancellation. By joining, you indicate that you have read the terms and conditions of the plan. This plan will automatically renew at the end of your

membership term on an annual basis, and your credit card or bank account will be automatically charged or drafted for the appropriate amount.

Disclosure:

THIS PLAN IS NOT INSURANCE.

The EVCP membership program provides discounts at certain participating EyeLand Vision locations for vision related services and products. The range of discounts will vary depending on the participating EyeLand Vision location. Plan members are obligated to pay for all vision care services and products but will receive a discount from participating EyeLand Vision locations. Before purchase, you may access a list of participating EyeLand Vision locations at this website, www.eyelandvision.net. You have the right to cancel within the first 30 days after the effective date and receive a full refund, less nominal processing fee. Please send a cancellation letter and a request for a refund with your name and member number to

Attn: Eyeland Vision-EVCP, 3418 Highway 6 South, Suite E, Houston, TX 77082.

Note to Texas Consumers: Regulated by the Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, Texas 78711; telephone (800) 803-9202 or (512) 463-6599 website: <u>www.license.state.tx.us/complaints</u>. The program and its administrators have no liability for providing or guaranteeing service by participating EyeLand Vision locations or the quality of service rendered by providers.