

This Membership Agreement (“Agreement”) is made by and between ERBA, INC., a Nebraska Non-profit Corporation, (“ERBA”) and _____ (“Member”) effective the date of acceptance by Member.

In consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. **Eligibility; Authority to Purchase and/or to Act as Agent.** ERBA membership is only open to individuals who are at least eighteen (18) years of age and are active first responders including law enforcement, fire department and rescue squad, or support staff of a fire or rescue squad, and dependent family members. You represent and warrant that you are eighteen (18) years of age or older and that you qualify as an eligible member. You represent and warrant to ERBA that you have full legal authority to complete this membership purchase, including full authority to make use of the credit card used to pay your membership fee.

2. **Benefits Provided**

As consideration for Member’s payment of the Membership Fees, as defined below, ERBA hereby agrees to provide to the Member, the membership benefits applicable to the level of membership selected by Member (the "Benefits"), as set forth in the Membership Highlights Form, a copy of which is attached hereto as **Addendum 1** (the "Membership Highlights Form"). Member hereby acknowledges and agrees that ERBA reserves the right, in its sole and absolute discretion, to amend the Membership Highlights Form, including, without limitation, the removal of benefits or services listed thereon. For the purpose of this Agreement, the Membership Fees shall mean \$9.11/month or \$99/year (“Membership Fee”). Upon written notice from ERBA to Member, ERBA shall have the right to revise, amend, and/or change the Membership Fees. Additionally, benefits not expressly listed on the Membership Highlights Form are provided at an additional cost above and beyond the Membership Fees and are expressly not included hereunder.

Upon the Member’s execution of this Agreement, and for as long as Member complies with its payment obligations hereunder, Member shall be entitled to the Benefits set forth in the Membership Highlights Form, as amended from time to time. This Agreement shall remain subject to Terms of Service, which Terms of Service are hereby incorporated into this Agreement by this reference. The Terms of Service may be amended by ERBA at any time upon notice to Member.

3. **Registration and Payments**

By starting your ERBA membership, you are expressly agreeing that ERBA is authorized to charge you a monthly or annual membership fee at the then-current rate to the credit card you provided during registration (or to a different credit card if you change your account information) based upon the Member’s membership election. Please note that prices, including Membership Fees and charges are subject to change at any time with notice. Only

credit cards are eligible for payment of your ERBA membership. Your ERBA membership fee is charged monthly or annually, depending upon your election at registration. YOU UNDERSTAND THAT YOUR ERBA MEMBERSHIP WILL AUTOMATICALLY CONTINUE UNLESS YOU NOTIFY ERBA THAT YOU ARE TERMINATING YOUR MEMBERSHIP. YOU UNDERSTAND THAT THIS WILL SERVE AS YOUR ELECTRONIC SIGNATURE AND AUTHORIZATION FOR ERBA TO CHARGE YOUR CREDIT CARD PROVIDED DURING REGISTRATION (OR TO A DIFFERENT CREDIT CARD IF YOU CHANGE YOUR ACCOUNT INFORMATION) FOR THE MEMBERSHIP FEE, AND THE THEN-CURRENT MEMBERSHIP FEE EACH MONTH OR YEAR THEREAFTER, DEPENDING UPON YOUR ELECTION, FOR AS LONG AS YOU REMAIN A MEMBER.

For certain credit cards, the issuer of your credit card may charge you a foreign transaction fee or related charges. Check with your bank and credit card issuers for details. The membership may be cancelled at anytime in writing by either party, however, such cancellation shall not relieve Member of payment for the time period prior to termination. However, we will not give any refund for termination related to conduct that we determine, in our discretion, violates these Terms or any applicable law, involves fraud or misuse of the ERBA membership, or is harmful to our interests or another user. By becoming a Member of ERBA, Member agrees to receive advertising, marketing materials and other communications from ERBA except where expressly disallowed by Member.

4. Term and Termination

ERBA and Member hereby agree that either party may, at any time, cancel and terminate this Agreement for convenience by providing written/email notification of termination to the other party. Notifications may be mailed electronically to the following: membership@erba911.org or mailed, postage prepaid, to the following: P.O. Box 34730 Omaha, NE 68134. In the event either party terminates this Agreement, Member shall be invoiced for all amounts outstanding in connection with the Benefits rendered prior to such termination and other amounts incurred by Member related to ERBA's performance of services, Membership Fees, and costs incurred. In the event Member terminates this Agreement, termination shall not be deemed effective until Member verifies receipt by ERBA of Member's termination, which verification shall be by signed writing.

5. Limitation of Liability

The parties hereby expressly agree that ERBA, including its affiliates, agents, managers, officers, directors, shareholders, members and employees shall not be liable for any indirect, special, incidental, consequential or exemplary damages arising from this Agreement, including, without limitation, ERBA's performance of services, Member's participation in ERBA, and the sharing or receiving of information by Member, whether such information is provided by ERBA or any other third party. In no event shall ERBA have any liability to Member above the most recent Membership Fees actually received by ERBA from Member pursuant to this Agreement.

ERBA IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ERBA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ERBA makes no warranty that the ERBA sites will be uninterrupted, secure or error free. ERBA does not guarantee the accuracy or completeness of any information in, or provided in connection with, the ERBA sites. ERBA is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the ERBA sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

6. Assignment

This Agreement may not be assigned by Member to any other party.

7. Entire Agreement

This document constitutes the complete and entire agreement of the parties regarding the subject matter contained herein. Modifications and amendments may be made at the sole and absolute discretion of ERBA and effective upon written notice to Member or publication on ERBA's website: www.ERBA911.org.

8. Choice of Law

This Agreement shall be interpreted under the laws of the State of Nebraska without reference to conflict of law provisions.

MEMBERSHIP HIGHLIGHTS FORM

Addendum 1

Benefits provided by www.ibennie.com

LOCAL DEALS: Over 360,000 local and nationwide deals

CASH-BACK SHOPPING: Earn up to 20% cash back at online retailers

TRAVEL DISCOUNTS: Deals on hotels, condos, flights, cruises, car rentals, and vacation packages.

EVENT TICKETS: Save 10% on concerts, sporting events and theater tickets.

THEME PARKS AND ATTRACTIONS: Up to 50% on price of admissions

GROCERY COUPONS: Printable coupons for savings on everyday purchases

MOVIE TICKETS: Cash back in your pocket with up to 35% savings on your favorite films.

AD&D LIFE INSURANCE: Sign up for \$5,000 of AD&D Life Insurance at no cost to you.

SUPPORT YOUR CAUSE: Virtually every time you shop, iBennie will make a donation to ERBA.