

# Membership Terms & Conditions

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As an eAutorescue, Inc. ("eAutorescue") member (each, a "Member" or collectively, "Members"), you are subject to these Membership Terms and Conditions, the Website Terms and Conditions, found here, and any other terms, conditions, or agreements governing your use of eAutorescue products or services, as applicable, all of which are incorporated herein by reference. In the event of a conflict between the Membership Terms and Conditions on the one hand and any other terms, conditions, or agreements on the other hand, the Membership Terms and Conditions shall govern solely with regard to the transactions contemplated herein.

We may amend these Membership Terms and Conditions from time to time, by posting the amended Membership Terms and Conditions on this page. We may also post a prominent notice of material changes to these Membership Terms and Conditions on the home page of the eAutorescue website. Any changes to these Membership Terms and Conditions will be effective immediately for new Members; otherwise, these changes will be effective upon thirty (30) calendar days following our posting of a notice on our Site. Accordingly, you should check this page regularly for any updates to these Membership Terms and Conditions. Continued possession or use of your Membership following notice of such changes shall indicate your acknowledgment of, and agreement to be bound by, such changes. Except as provided in this Section, no amendment to these Membership Terms and Conditions will be valid.

## eAutorescue Emergency Road Service Coverage

eAutorescue Emergency Road Service is an exclusive benefit provided to eAutorescue Members. It is designed to get Members back on the road as quickly as possible. Members must provide a valid digital Membership card and matching photo identification for all Emergency Road Services.

eAutorescue Individual Membership ("Individual Plan") provides each Member up to an aggregate of four (4) rescues per Membership year; Family Membership ("Family Plan") provides up to an aggregate of six (6) rescues per Membership year; RV Membership ("RV Plan") provides up to an aggregate of six (6) rescues per Membership year; (see additional terms and conditions below).

eAutorescue Emergency Road Service coverage includes the following services:

### **Jump Start Service**

For vehicles that will not start, eAutorescue road service technicians may provide certain battery services, such as testing of the battery or the vehicle, starting and charging systems, or attempting to jump-start the battery. Service hours and battery availability varies by location. Installation of a new battery or battery charging is not covered.

### **Flat Tire Services**

eAutorescue road service technicians will assist Members in installing spare tires. If an inflated spare is not available or the existing spare is deemed unsafe by the technician, the Member may elect to have the vehicle towed (subject to the towing terms and conditions below). Tire repair is not covered by eAutorescue Emergency Road Service.

### **Emergency Fuel Delivery**

eAutorescue road service technicians will provide free delivery of 2 gallons of gas to get the Member to the nearest service station. Requests for diesel fuel must be made during a Member's call for service; diesel may not be available in all locations.

### **Lockout/Locksmith Service**

eAutorescue service technicians are available to provide lockout services for Member vehicles. If the technician is unable to open the vehicle or the Member has lost or broken the key, the Member may elect to have the vehicle towed (subject to the towing terms and conditions).

### **Vehicle Diagnosis Services**

eAutorescue roadside technicians may also perform checks of connections and fluids and other vehicle assessments. Any services are provided "as is" without any warranty, guarantee or representation, express or implied, of any kind, and may be temporary in nature. Members should have all vehicles inspected and serviced properly.

### **Towing Services**

If a Member's vehicle cannot be started or driven safely, eAutorescue may provide tow services up to 10 miles destination as described below. There is a limit of one tow per breakdown incident.



Tow services include tows to the nearest repair facility. Members will be responsible for the payment of additional costs and expenses of tows that are in excess of the 10 miles, specified above. Extras will be charged at the then-current rates for the service location and must be paid at the time of service.

### **Winching/Extrication Services**

eAutorescue roadside technicians may perform winching/extrication services on a Member's vehicle, but only if the vehicle can be safely reached from a reasonable distance (as determined in the discretion of the technician) from a passable, normally traveled road or established thoroughfare, and serviced with the equipment ordinarily used for Emergency Road Services. The roadside technician will assess whether a vehicle will be eligible for winching/extrication. If winching/extrication requires special equipment, more than one truck or additional personnel, the Member may be required to pay for such associated costs.

### **Mobile Mechanic Services**

eAutorescue service technicians are available to provide mobile vehicle diagnostics and perform minor repair services for Member vehicles as determined in the discretion of the technician. If the technician is unable to repair the vehicle, Member may elect to have the vehicle towed (subject to the towing terms and conditions, above).

## **eAutorescue Emergency Road Services - Additional Terms and Conditions**

The Membership must be active and the Member must be current on dues and any other fees owed. The Member must be present at the time of service, with a valid digital Membership card and matching photo identification to be eligible for eAutorescue Emergency Road Services. Members without proof of Membership or identification will not be eligible for eAutorescue Road Service and will be financially responsible for service.

Certain restrictions apply to all services, including the availability of services in all locations. Unless as otherwise specified, the terms and conditions apply to each Membership year.

Safety of Members and eAutorescue road service technicians is important to eAutorescue. The technician may assess the situation for safety, which may impact how or if certain services will be available for each situation. eAutorescue reserves the right to provide only such services as is deemed safe and within the normal course of servicing, including but not limited to using ordinary servicing equipment and servicing vehicles that have not been loaded, altered from their original manufacture or custom manufactured in a manner that interferes with the safe and legal rendering of service.

eAutorescue Emergency Road Service is provided to help our Members get back on the road. All vehicles to be serviced **must be** registered for highway or street use to be eligible for services. Vehicles that are untagged, or not otherwise legally drivable (other than vehicles involved in an accident that renders it un-drivable) will not be eligible for services. eAutorescue Emergency Road Service will not be rendered if services are used as a substitute for regular maintenance. Tows will not be provided for moving a vehicle from one residence to another (unless directly related to the repair of such vehicle) or from a road to a driveway. Fuel delivery is available only for vehicles that are out of fuel. Vehicles will not be towed to/from a salvage yard. Service will not be provided for the purpose of transporting vehicles in connection with a purchase, sale, auction, car show exhibition, donation, or relocation or similar situation. Dismantled, stored or abandoned vehicles or those purchased in an inoperable condition will not be eligible for service. Tows are provided from impound lots provided that the Member's car is unable to be driven and otherwise fit for towing, and the Member pays all impound fees.

In the event the vehicle is being serviced due to an accident, the Member is required to follow all local, state, and federal laws for reporting of the accident prior to service being rendered.

Additionally, services are not provided to: unattended vehicles, unless the Member is unable to remain with the vehicle due to injury or safety reasons; vehicles that are on inaccessible or barricaded areas (including but not limited to yards, beaches, fields); or vehicles unlawfully driven beyond chain controls areas or other areas that is dangerous or inadvisable for travel. Also, there may be "force majeure" events that may directly or indirectly delay, hinder or prevent eAutorescue technicians from performing services for our Members. We shall not be liable or responsible to you, nor be deemed to have defaulted under or breached these Membership Terms and Conditions, for any failure or delay in fulfilling or performing any term herein, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of these Membership Terms and Conditions; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; (j) pandemics, and (k) other similar events beyond our reasonable control. eAutorescue is not obligated to perform services in the event of such force majeure event.

Members are responsible for any fees for services that are not covered by the stated coverages under the Membership. For certain covered services, Members may need to pay the technician (at the time of service) and submit for reimbursement.

eAutorescue reserves the right to seek reimbursement, including any reasonable administrative or processing fees, from Members for any services provided for which the Member was not eligible or entitled, or for which Member was obligated to pay at time of service, including non-sufficient funds (NSF) checks.

While eAutorescue strives to provide prompt and efficient service at all times, note that:

- Delays are sometimes unavoidable due to weather, traffic or road conditions, availability, or unusual service demands. Additionally, longer-distance tows, after hours service requests, and service requests in certain areas may be subject to longer delays.
- eAutorescue cannot and does not guarantee any response times, and will not be liable for any occurrence that arises during any such delay. Although eAutorescue holds its network providers to high standards of service, eAutorescue cannot control the manner in which independent service providers render services. eAutorescue will not be liable for their misconduct, negligence or other acts or omissions. eAutorescue will attempt to resolve any Members' vehicle repair and damage complaints resulting from Emergency Road Service provided by our service providers. Member complaints should be reported as soon as possible and before additional repairs are made. Failure to do so may impair or otherwise limit our ability to assist.
- It is up to the Member to assure that they remain in a safe location while waiting for a service vehicle. eAutorescue cannot and does not monitor road, traffic or other conditions that may impact your safety, and which may vary and change. If you advise us of any safety concerns at the time of your call for service, we will offer you the option of having an appropriate law enforcement/public safety entity be dispatched to your location. eAutorescue will not be liable for any occurrence as a result of any road, traffic or other conditions that contribute to or otherwise impact service times, or any occurrence resulting from the negligence of any third parties. If at any time you feel that conditions are such that you feel your safety is impaired while waiting for service, please immediately call 911.

When calling eAutorescue Emergency Road Service, a Member will be provided the option to opt-in to allow eAutorescue identify the Member's location for purposes of dispatching services. To understand more about our privacy practices, please review our [privacy policy](#).

## Membership, Communication, Reimbursements and Other Policies

### Membership Eligibility

The Primary Member is an individual with whom eAutorescue has established the membership and whose name appears first on the membership record ("Primary Member"). Primary Members must be at least 21 years old. One (1) Primary Member is allowed per Membership account. An individual will be a Member on only one Membership at a time. A Primary Member may add up to one (1) Associate Member who is a spouse or resident adult and seven (7) Dependent Associate Members. An "Associate Member" is another adult person (which can be a spouse) sharing the same residence as one on file for the Primary Member. A "Dependent Associate Member" is a child or legal ward of the Primary Member, having the same residence as the one on file for the Primary Member (provided that this residency requirement does not apply to a Dependent Associate Member who is away at school). All applications for, and renewals of, Membership are subject to acceptance by eAutorescue.

### eAutorescue Emergency Road Service Benefit Effective Period

eAutorescue Emergency Road Service benefits become effective 48 hours after purchasing a new Primary Membership. For new Memberships only, the 48-hour waiting period may be waived if the Member (either a Primary or Associate) elects to pay a non-refundable one-time fee.

### Membership Renewal Policy

We will send you a renewal notice before your Membership expires, and your renewal dues are payable on the day your Membership expires. Upon expiration, Members are granted a "Temporary Waiver Period" up to 30 days, during which time you can pay your renewal fee and maintain your original Membership inception year and renewal date. During this Temporary Waiver Period, we will continue to make Membership services available to you. However, if you request Emergency Road Service during this Temporary Waiver Period, then you are obligated to pay your outstanding renewal fee at the time of such service. If you pay the renewal fee within the Temporary Waiver Period, your Membership will continue uninterrupted, and no additional fees will apply.

You must notify us if you'd like to cancel your Membership. If you elect to cancel your Membership, or let it lapse at the end of the Temporary Waiver Period, your Membership will be deemed terminated as of such date. If you later decide to rejoin eAutorescue, you will need to purchase a new Membership, and that Membership will have a new inception year and renewal date as of the new purchase date. If you renew your Membership after the Temporary Waiver Period, eAutorescue Emergency Road Service benefits become effective 48 hours after the purchase of your new Membership, and all other terms and conditions applicable to a new Membership will apply.

### **Consent to Communications**

By accepting these Membership Terms and Conditions, you are providing us your express written permission and consent authorizing us or our agents to contact you at any phone number (including mobile, cellular, wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded message, text/SMS messages or email. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Membership Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

### **Cancellation Policy**

eAutorescue reserves the right to charge back, or cancel Memberships at any time if the Primary or Associate Member is found to be in violation of these Membership Terms and Conditions.

- Charge backs may include any reasonable administrative, processing or service fees arising from such an attempted violation or for services rendered. Members who have enrolled in auto-renewal may be charged directly using the credit card on file.

In addition, eAutorescue may terminate Members for the following reasons:

- Unpaid dues
- Inappropriate or illegal conduct including but not limited to: committing or threatening violence or being abusive to eAutorescue employees, road service technicians, contractors or other eAutorescue representatives; destroying/vandalizing property of eAutorescue or its representatives; or misrepresenting their identity or providing false and/or misleading information at the time of enrollment or request for service;
- Using the Membership for any reason deemed harmful to the welfare, standing or best interest of eAutorescue or the Membership as a whole, including but not limited to using the Membership benefits for commercial purposes, excessive or inappropriate use, including but not limited to: commercial purposes which include but not limited to: transportation of a vehicle in relation to a sale, non functional vehicles, reselling of eAutorescue services; as a substitute for regular maintenance; or excessive or inappropriate eAutorescue Emergency Road Service use, which includes the use of all four allotments of eAutorescue Emergency Road Services within the first ninety (90) days of the activation or renewal of a Membership

### **Cancellation and Refund Policy**

Members may cancel their Membership, without any penalty or obligation if no eAutorescue Emergency Road Service is used, within seven (7) business days from the first date of Membership enrollment. After seven (7) business days from first date of Membership enrollment, Member may qualify for a prorated refund if no Emergency Road Service was utilized.

To the extent allowable by law, Members will **not** be entitled for a prorated refund if:

- A Member uses any eAutorescue Emergency Road Service during the Membership year; or
- The Member is terminated for cause

Refunds may take up to 30 days to process.

## **Changes in Membership and Refund Policy**

A Primary Member may terminate the membership of any Dependent Associate Member or Associate Member associated with the Membership at any time. The Primary Member may qualify for a prorated refund of the fees paid for such Associate membership(s) for the Membership year during which the Associate membership(s) is/are terminated.

## **Reimbursement Policy**

If eAutorescue service is not available in an area at the time you request service, we will reimburse you for covered services at the usual and customary rate paid by eAutorescue for similar services for the region. If you pay for service within our territory because you do not have your Membership Card with you, we will reimburse you for the amount eAutorescue charges to provide the service (which may be less than the amount you paid for service) upon submission of a receipt in your name. If a covered service cannot be provided, reimbursement will be limited to the cost of towing the vehicle to the nearest exit or responding garage (up to a maximum of 10 miles). Emergency Road Service claims must be submitted within 60 days of the service date. Each approved reimbursement will count as a one (1) entitlement for the Membership year in which the reimbursement occurs.

Reimbursement is not provided for:

- Charges related to impound or stolen vehicle recovery towing.
- Charges for vehicle storage.
- Ridesharing or transportation network services.

For reimbursement requests, call eAutorescue Dispatch Desk at: **(844) 337-1880** to speak with a Member Service Center Representative or write to:

**eAutorescue Membership Services**  
**9375 E. Shea Blvd. Ste 100**  
**Scottsdale AZ 85260**

## **Credit/Debit Card Payments**

Valid credit cards and debit cards are generally accepted as payment for services.

## Auto-Renewal of Memberships

If a Member authorizes eAutorescue to automatically renew the Membership, the Member is agreeing that: (1) such Member is the authorized user of the payment method selected; (2) such Member authorizes eAutorescue to initiate charges to the Member's credit card or debits to the Member's bank account/debit card automatically (an automatic payment) for any payment method Member has on-file with eAutorescue (a) each year to pay the Member's renewal dues up to 7 days prior to the expiration of the Membership, (b) for a \$10 fee imposed by eAutorescue for any automatic payment that is rejected by the Member's bank for insufficient funds, the Member's account being closed or otherwise (the Member's bank may also impose a fee for a rejected payment); (3) the Member's authorization will remain in effect until the Member revokes it as provided below; (4) the amount of the renewal dues may change from time to time in eAutorescue's discretion, and will be included on a billing statement or other notice sent to the Member before the date on which the dues will be charged or debited; (5) eAutorescue can cancel the Member's authorization or change these terms upon 30 days' notice; (6) eAutorescue is authorized to obtain updated or replacement expiration dates and card numbers for the Member's credit or debit card as provided by the Member's credit or debit card issuer; and (7) eAutorescue may process the charge for your renewal dues on or up to 7 days prior to the date the Member's annual Membership period is set to renew.

Members may cancel Automatic Renewal of Membership by using the "Manage Automatic Renewal" feature available through their online Membership account dashboard, by calling 844-337-1880, or emailing: [Memberships@eAutorescue.com](mailto:Memberships@eAutorescue.com)

***Please allow up to 10 days to process your Automatic Renewal cancellation. To avoid additional charges, you must cancel at least 18 days prior to the end of your current Membership period.*** (For details on cancelling your Membership itself, please see above.)

## Contact Information

If you have any questions regarding these Terms or our Site, please contact us:

By Email: [Memberships@eAutorescue.com](mailto:Memberships@eAutorescue.com)

By Mail:

eAutorescue  
Memberships Dept  
9375 E Shea Blvd., Ste 100  
Scottsdale AZ 85260

By Phone: **1 (844) 337-1880**