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Benefits Agreement

Consumer Benefits Alliance Membership Dues

Member agrees to make monthly membership dues corresponding to the membership package selected, ranging from \$19.00 to \$49.00. Member's dues shall be paid to CONSUMER BENEFITS ALLIANCE through automatic payment as described in paragraph 9 of this Agreement. Monthly dues charges will continue to be due each month regardless of Member's use or disuse of the CONSUMER BENEFITS ALLIANCE benefits until Member notifies CONSUMER BENEFITS ALLIANCE in writing that Member wishes to cancel this Agreement. Upon notice of cancellation, dues will continue to be payable until the effective date of cancellation as described in Paragraph 3. If Member fails to pay any monthly dues within 15 days after the date such payment is due, Member's membership privileges may be cancelled. Dues payments are deemed earned by CONSUMER BENEFITS ALLIANCE when paid by Member. Client has access to Platinum Membership Benefits as long as client is a member and is paying the monthly membership fee.

Value Benefit Program

CONSUMER BENEFITS ALLIANCE shall provide Member with access to Member Benefits, including access to the CONSUMER BENEFITS ALLIANCE Rewards Program offered through a third-party benefits organization, and other benefits CONSUMER BENEFITS ALLIANCE may at its discretion add from time to time. The CONSUMER BENEFITS ALLIANCE List of Member Benefits is incorporated into this Agreement by reference and made a part hereof. CONSUMER BENEFITS ALLIANCE reserves the right to delete benefits if, through circumstances beyond its control, the deleted benefit becomes unavailable. CONSUMER BENEFITS ALLIANCE will use its best efforts to substitute a benefit of substantially equal value and type for any benefit that is deleted. Member understands and agrees that Member must continue to pay Member's monthly dues in order to continue to receive access to the Member Benefits.

Cancellation Rights

YOU HAVE FIVE DAYS TO CANCEL THIS AGREEMENT. Following those five days, Member may also elect to cancel membership at any time by giving prior written notice by certified mail addressed to: CONSUMER BENEFITS ALLIANCE, 2335 American River Dr Suite 303 Sacramento CA 95825 ATTN: CANCELLATIONS. The effective date of cancellation shall be the date of CONSUMER BENEFITS ALLIANCE's receipt of the notice. Membership may not be sold, assigned or transferred by Member. Any such attempted sale, assignment or transfer by Member shall be null and void.

Refund Policy

You have thirty days to cancel for any reason for a full refund. Thereafter you may cancel at any time, for any reason, and we will cheerfully refund your last payment with no questions asked.

Consumer Benefits Alliance is so confident in our program that if you request a refund within the first 30 days we will not only grant you a FULL REFUND with no questions asked, but we will also send you a \$5 Starbucks Cards so you can enjoy your favorite beverage on us!

Amendment

The Agreement may be amended or modified only by an instrument in writing; however, CONSUMER BENEFITS ALLIANCE or any assignee of the Agreement is authorized to correct patent errors in this Agreement (and in other related documents). Notwithstanding anything to the contrary in this Agreement, Member agrees that CONSUMER BENEFITS ALLIANCE may increase or decrease the monthly dues amounts at CONSUMER BENEFITS ALLIANCE's sole option, with or without notice to Member at CONSUMER BENEFITS ALLIANCE's sole discretion.

Governing Law

This Agreement is governed by Federal law and the laws of the state of California.

Miscellaneous

Member acknowledges and agrees that while Member is a CONSUMER BENEFITS ALLIANCE member, and for a 12-month period after cancellation or termination of CONSUMER BENEFITS ALLIANCE membership, CONSUMER BENEFITS ALLIANCE may telephone, FAX, e-mail, and/or send prerecorded messages that are distributed by an automatic dialing service device or predictive dialer. These contacts will be limited to matters involving membership in CONSUMER BENEFITS ALLIANCE or to receive information of offers related to new services or products. Member further understands that Member may revoke this authorization in writing at any time. The provisions of this Agreement are severable, and if any provision is determined to be illegal or unenforceable, the remaining provisions and any partially enforceable provision shall nevertheless be enforceable. CONSUMER BENEFITS ALLIANCE's failure to enforce any remedy or provision of this Agreement shall not be construed a waiver of such remedy or provision.

Release, Indemnity, and Privacy

CONSUMER BENEFITS ALLIANCE makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with this Agreement or any services or products provided under it, including but not limited to the Member Benefits. Member agrees to hold CONSUMER BENEFITS ALLIANCE and its officers, directors, employees, and agents harmless from any claim, suit, action or demand arising from CONSUMER BENEFITS ALLIANCE Membership or the Member Benefits, materials and services provided to Members. CONSUMER BENEFITS ALLIANCE and its officers, directors, employees, and agents have no responsibility for, and Member hereby releases and discharges them from, any and all claims, including but not limited to those arising from inaccuracies or omissions of information provided by Member. Member acknowledges that Member has read and agreed to the CONSUMER BENEFITS ALLIANCE Privacy Policy, which is available on the CONSUMER BENEFITS ALLIANCE website at <http://www.goConsumerBenefits.com> and is hereby incorporated by reference into this Agreement.

Arbitration

Any and all claims, disputes or controversies, whether common law, statutory, equitable or otherwise, which arise out of, or are in any way related to, Member's CONSUMER BENEFITS ALLIANCE membership shall be resolved, at the option of either Member or CONSUMER BENEFITS ALLIANCE, by arbitration in accordance with the CONSUMER BENEFITS ALLIANCE Arbitration of Disputes Agreement. Class or collective actions shall not be permitted in arbitration. Member acknowledges that Member has read and agreed to the CONSUMER BENEFITS ALLIANCE Arbitration of Disputes Agreement, which is available on the CONSUMER BENEFITS ALLIANCE website at <http://www.goConsumerBenefits.com> and is hereby incorporated by reference into this Agreement. IF MEMBER DOES NOT WISH TO BE BOUND BY THE CONSUMER BENEFITS ALLIANCE ARBITRATION OF DISPUTES AGREEMENT, MEMBER MUST NOTIFY CONSUMER BENEFITS ALLIANCE IN WRITING BY MAIL TO CONSUMER BENEFITS ALLIANCE, 2335 American River Dr Suite 303 Sacramento CA 95825, and ATTN: ARBITRATION OPT-OUT. MEMBER'S WRITTEN NOTIFICATION TO CONSUMER BENEFITS ALLIANCE MUST INCLUDE MEMBER'S NAME AND ADDRESS AS WELL AS A CLEAR STATEMENT THAT MEMBER DOES NOT WISH TO RESOLVE DISPUTES WITH CONSUMER BENEFITS ALLIANCE THROUGH ARBITRATION. MEMBER'S DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON MEMBER'S RELATIONSHIP WITH CONSUMER BENEFITS ALLIANCE OR THE DELIVERY OF SERVICES, INCLUDING THE MEMBER BENEFITS, TO MEMBER BY CONSUMER BENEFITS ALLIANCE. IF MEMBER HAS PREVIOUSLY NOTIFIED CONSUMER BENEFITS ALLIANCE OF MEMBER'S DECISION TO OPT OUT OF ARBITRATION, MEMBER DOES NOT NEED TO DO SO AGAIN. Exclusive jurisdiction for all such claims, disputes, or controversies for which either of the parties do not opt to resolve by arbitration, and for all other claims, disputes or controversies shall lie with the Federal and State courts in the State of California.

Referrals

Member authorizes CONSUMER BENEFITS ALLIANCE to refer Member to Professional Services Organizations ("PSOs"). Member agrees that as part of such referrals CONSUMER BENEFITS ALLIANCE may forward to such PSOs the personal financial information Member provided to CONSUMER BENEFITS ALLIANCE in Member's CONSUMER BENEFITS ALLIANCE Membership Application. Member understands that there are many such PSOs and that Member is free to choose any such entity to serve Member. Any fees charged by CONSUMER BENEFITS ALLIANCE are not shared with any such entity. Member also understands that where allowed by law, such PSOs may charge a fee, whether hourly, monthly, or otherwise, that is separate from any fees paid to CONSUMER BENEFITS ALLIANCE. CONSUMER BENEFITS ALLIANCE does not provide investment advice, debt management/credit counseling, mortgage brokerage, legal or insurance services. In particular, Member understands and acknowledges that:

- CONSUMER BENEFITS ALLIANCE is not a licensed financial institution, credit repair or lending agency; CONSUMER BENEFITS ALLIANCE does not assist Members in obtaining credit, a loan, or improving Members' credit ratings.
- CONSUMER BENEFITS ALLIANCE does not negotiate with Members' creditors to compromise or work out a payment structure for existing obligations, and CONSUMER BENEFITS ALLIANCE does not accept payments from Members for creditors.
- Members' relationship(s) with any such PSOs are between Members and those entities. CONSUMER BENEFITS ALLIANCE is not an agent of any such entity. CONSUMER BENEFITS ALLIANCE may provide certain information to its affiliates to enable Member to receive promotional offers that may be of interest to Member, provided that Member may direct CONSUMER BENEFITS ALLIANCE not to share such information by contacting CONSUMER BENEFITS ALLIANCE at 866 300-0709 or by writing CONSUMER BENEFITS ALLIANCE at 2335 American River Dr Suite 303 Sacramento CA 95825.

Automatic Payment

CONSUMER BENEFITS ALLIANCE membership dues outlined in paragraph 1 of this Agreement will be paid automatically by electronic fund transfer from Member's checking or savings account. The details with respect to this electronic fund transfer and Member's rights with respect to such transfer are set forth in the Authorization for Electronic Funds Transfer of CONSUMER BENEFITS ALLIANCE Membership Monthly Dues Payment, for which Member has already provided his or her electronic or written consent.

Entire Agreement

This Agreement, including the Authorization for Electronic Funds Transfer of CONSUMER BENEFITS ALLIANCE Membership Dues Payments, the Arbitration of Disputes Agreement and CONSUMER BENEFITS ALLIANCE Privacy Policy, all of which are incorporated by reference, is the entire understanding between CONSUMER BENEFITS ALLIANCE and Member and supersedes any other written or verbal agreements. As stated above, your continued acceptance of the Member Benefits constitutes your agreement to the terms of this Agreement, and no signature is necessary. However, if you wish to memorialize your agreement with a signature in our files, you are welcome to do so by printing and signing this document, or by affixing your signature to a Signature Page stating your acceptance of these terms and returning it to us.