

**MEMBER SERVICES AGREEMENT  
AND  
TERMS OF SERVICE**

**IMPORTANT – BY PURCHASING AND/OR USING YOUR GLOBAL RESCUE MEMBERSHIP YOU REPRESENT AND WARRANT THAT YOU POSSESS THE LEGAL RIGHT AND ABILITY, ON BEHALF OF EACH MEMBER LISTED ON THE ENROLLMENT APPLICATION, INCLUDING BUT NOT LIMITED TO EACH MINOR CHILD OF WHOM MEMBER IS A PARENT OR GUARDIAN, TO AGREE TO BE BOUND BY THIS MEMBER SERVICES AGREEMENT AND ITS TERMS AND CONDITIONS.**

This Member Services Agreement (“**Agreement**”) is a legal agreement between Member and GRI LLC (“**Company**”). Company reserves the right, in its sole discretion, to reject any application for Global Rescue membership, in which case this Agreement shall be null and void. If accepted, this Agreement, for the membership type and term purchased, shall be effective at 12am EST on the effective date and continue through 11:59pm EST on the end date.

**1. Definitions.** In addition to those terms defined elsewhere in this Agreement, the following terms, when capitalized, shall be ascribed meaning as follows:

“Designated Representative” – An individual identified to Company by the Member as their authorized decision maker for all matters related to this Agreement should the Member be unable to communicate for any reason.

“Field Rescue” – The transport of a Traveling Member by ground, air, or sea to a hospital, clinic or other medical provider capable of providing care to a Traveling Member whose condition requires Hospitalization or is likely to cause serious permanent injury or death, but they are unable to get to a hospital themselves or by other commercial means. Field Rescue does not include any activities related to search and the Traveling Member’s location must be known.

“Foreign Country” – Any country other than the Member’s Home Country.

“Company Contractor” – Any Company contractor, sub-contractor, or other outsourced provider that provides products or services pursuant to this Agreement.

“Evacuation Criteria” – For purposes of Section 2.1.4 Local Field Rescue Services only, a Member who (1) is located in the backcountry, beyond the reach of motorized vehicles, and/or beyond a marked trailhead; *and* (2).meets the criteria for Field Rescue

“High Altitude Travel” – When a Member is Traveling above 15,000 feet above sea level, or actively ascending to or has recently descended from an altitude above 15,000 feet above sea level. For purposes of clarity, the foregoing is intended to include all trekking, climbing, and similar activities in mountainous regions.

“High Altitude Membership Upgrade” – A selection made and paid for by the Member that entitles the Member to Medical Transport Services during High Altitude Travel pursuant to the terms of this Agreement; available and applicable only to Members 16 years old and older.

“Home Address” – The Member’s residence as provided by the Member in the enrollment application and/or as described in an official state or government listed identity document.

“Home Country” – The country in which the Member’s Home Address is located.

“Hospitalized” or “Hospitalization” – Admission to a medical facility on a continuous, in-patient basis necessitated by a medically diagnosable illness or injury and not for convenience or any other reason.

“Member” – The individual(s) named on the enrollment application that has been approved for membership by Company and for whom the applicable membership fees has been paid.

“Qualifying Security Event” – Is an occurrence where a Member(s) that has purchased a Security Membership Upgrade is temporarily located in a Foreign Country and: (i) officials of such Foreign Country or the US State Department, for reasons other than medical, issues a recommendation that travelers should evacuate such Foreign Country; and/or (ii) the Member has been expelled or declared persona non grata in writing by the authority of the government of such Foreign Country, and/or (iii) security events have created a situation in which the Member is in danger of imminent grievous bodily harm, as determined by Company, to the extent that the Member must be evacuated; AND (iv) the Traveling Member cannot obtain commercial transport to the nearest safe location within time to avert imminent grievous bodily harm or to comply with the time allowed to leave such Foreign Country pursuant to the orders of the recognized government of the Foreign Country.

“Security Membership Upgrade” – A selection made and paid for by the Member that entitles the Member to security evacuation services pursuant to the terms of this Agreement.

“Traveling” – When a Member is located more than 100 miles from their Home Address they are deemed to be Traveling for the purposes of Service eligibility.

## **2. Services.**

**IF A MEMBER EXPERIENCES AN EMERGENCY OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, A MEDICAL OR SECURITY EMERGENCY, THE MEMBER SHOULD IMMEDIATELY CALL LOCAL EMERGENCY MEDICAL OR SECURITY SERVICES (I.E. 911).**

**2.1 Travel Services.** The following services are available to Members during the term of their Membership when they are Traveling:

**2.1.1 Health Information Services.** To the extent permitted by law, Company will provide Traveling Member with health information services by telephone, email, fax transmission, or other appropriate modes of communication, in Company’s sole discretion, at the request of any Traveling Member. The health information services do not establish diagnosis, treatment or a physician-patient relationship.

**2.1.2 Medical Transport Services.** To the extent permitted by law and subject to the conditions, exclusions, and limitations of this Section 2.1.2, in the event a Traveling Member is Hospitalized or in need of Hospitalization, Company will provide and arrange all necessary and ordinary expenses for: (i) Field Rescue; (ii) air and/or surface transport to the hospital of choice located within the Member’s Home Country; and/or (iii) Transport of Mortal Remains under 2.1.3 below (“**Medical Transport Services**”). IN ORDER TO QUALIFY FOR MEDICAL TRANSPORT SERVICES, THE TRAVELING MEMBER OR THEIR DESIGNATED REPRESENTATIVE MUST CONTACT COMPANY AT THE TIME OF THE EVENT REQUIRING HOSPITALIZATION. COMPANY SHALL NOT BE OBLIGATED UNDER ANY CIRCUMSTANCES TO REIMBURSE A MEMBER OR PAY ANY THIRD-PARTY SERVICE PROVIDER FOR ANY TRANSPORT COSTS WHICH HAVE BEEN ARRANGED BY THE MEMBER OR ON BEHALF OF THE MEMBER BY ANY THIRD PARTY.

**a.** Company reserves the right to determine, in its sole discretion (i) whether a Traveling Member’s condition is sufficiently serious to warrant Medical Transport Services, and (ii) the mode of transport. Company shall not be under any obligation to provide more than two (2) such transports to any Member in any twelve (12) month period (for Family memberships, the number of transports are limited to (1) transport each for a common accident or two (2) transports in the aggregate). Company shall not be under any obligation to provide Medical Transport Services if, as may be determined by Company in its sole discretion: (i) the Traveling Member is not reasonably accessible and cannot be transported safely or is located in a region that is not safely accessible (Traveling Members who become ill on cruise ships must disembark at an accessible medical facility or port prior to transport); (ii) the Traveling Member has a contagious or infectious disease; (iii) the Traveling Member’s primary diagnosis is psychiatric in nature; (iv) the Traveling Member’s condition is self-inflicted (including but not limited to not taking precautionary measures at the onset of a medical event if reasonably possible); (v) the Traveling Member has committed or is accused of committing a criminal act; (vi) the Traveling Member has ever been diagnosed with and/or treated for a condition(s) for which an organ transplant is indicated (whether currently on a transplant list or not) and such transport is related, directly or indirectly, to such condition(s), treatment and/or transplant; (vii) the Traveling Member is Hospitalized or in need of Hospitalization due to circumstances that were diagnosed or treated, or for which symptoms existed which would cause an ordinarily prudent person to seek such diagnosis or treatment, within forty-five (45) days (one year for Traveling Members between ages 75-85 years old) prior to the effective date of this Agreement or prior to traveling; (viii) the Traveling Member’s condition occurred while or resulted from serving as an armed or unarmed combatant or in a security role during an act of declared or undeclared war, invasion, armed conflict, police action, or civil disorder;

(ix) the Traveling Member is in her third trimester of pregnancy (after the 186<sup>th</sup> day); (x) the Traveling Member's condition is caused by the intentional ingestion/use and/or overdose of alcohol, a controlled or banned substance, or is hospitalized due to the use (including, but not limited to experimental or contraindicated usages) of alcohol, drugs, inhalants, or intoxicants not properly prescribed by a physician, (xi) the Traveling Member cannot be transported safely; (xii) the Traveling Member has been exposed to nuclear reaction, radioactive contamination or chemical contamination; (xiii) the Traveling Member is traveling against the advice of a treating physician or Company's medical professionals, while waiting for treatment, or is traveling for the purpose of obtaining medical treatment; (xiv) the Traveling Member has been treated and discharged from a care facility; (xv) the Traveling Member is traveling in the Arctic above 80<sup>th</sup> parallel North OR on/near the Antarctic continent below the 60<sup>th</sup> parallel South; (xvi) the Traveling Member failed to maintain immigration, work residence or similar visas, permits or other documentation necessary for transport; (xvii) the Traveling Member is engaged in High Altitude Travel and has not otherwise purchased a High Altitude Membership Upgrade or is under the age of 16; OR (xviii) the Traveling Member is over 85 years old.

**2.1.3 Transport of Mortal Remains Services.** To the extent permitted by law and subject to the terms, limitations and exclusions of Section 2.1.2 above and upon a Traveling Member's estate executor's request, Company will arrange and provide transport of a Traveling Member's mortal remains to the country in which the Traveling Member's passport was issued. Company reserves the right to determine the mode and timing of transport.

**2.1.4 Local Field Rescue Services.** To the extent permitted by law and subject to the conditions, exclusions, and limitations of Section 2.1.2, above, GR will provide and arrange all necessary rescue, air and/or surface transport services, including related advisory services, to the nearest medical facility for Members who meet the Evacuation Criteria ("**Local Field Rescue Services**"). Services related to searching for Members are not included. For purposes of clarity, a Member need not be Traveling to receive Local Field Rescue Services.

**2.1.5 Security Evacuation Services.** THIS SECTION 2.1.5 ONLY APPLIES TO MEMBERS WHO HAVE SELECTED AND PAID FOR THE SECURITY MEMBERSHIP UPGRADE. To the extent practicable and permitted by law, and subject to the terms, limitations, and exclusions of this Section 2.1.5, during the term of their Membership Company will provide and arrange for rescue, air and/or surface transport to the Traveling Member's Home Country in the event the Traveling Member is experiencing a Qualifying Security Event and requests transport. Security Evacuation Services must be requested within 5 days of the announcement or commencement of the Qualifying Security Event. In dangerous regions or situations, Company personnel shall have sole discretion whether or not to provide Security Evacuation Services and Company at all times reserves the right to determine the manner in which Security Evacuation Services are provided. COMPANY SHALL NOT BE OBLIGATED UNDER ANY CIRCUMSTANCES TO REIMBURSE A MEMBER OR PAY ANY THIRD-PARTY SERVICE PROVIDER FOR ANY ASSOCIATED TRANSPORT COSTS WHICH HAVE BEEN ARRANGED BY THE MEMBER OR BY ANY THIRD PARTY.

**a.** Company reserves the right to determine, in its sole discretion (i) whether a Traveling Member is experiencing a Qualifying Security Event sufficiently serious to warrant Security Evacuation Services, and (ii) the mode of transport.

**b.** Company shall not be under any obligation to provide more than one (1) such Security Evacuation Services transport to any Member in any twelve (12) month period. Company shall not be under any obligation to provide Security Evacuation Services to a Traveling Member if, in Company's sole discretion: (i) the Traveling Member is located in a region that is not reasonably accessible; (ii) the Traveling Member is serving as an armed or unarmed combatant or in a security role during an act of declared or undeclared war, invasion, armed conflict, police action, or civil disorder; (iii) the Traveling Member cannot be transported safely; (iv) the Traveling Member knowingly entered a region where the Traveling Member knew or should have reasonably known that a Qualifying Security Event and/or a substantial risk of grievous bodily harm existed or was imminent; (v) the Traveling Member purchased a Company membership while in a region where a Qualifying Security Event and/or a substantial risk of grievous bodily harm existed or was reasonably expected to be imminent prior to the purchase of the Company membership; OR (vi) The Traveling Member has been kidnapped, held for ransom or held against his/her will or the Traveling Member placed himself/herself in a situation where kidnap, being held for ransom or being held against his/her will was likely.

**2.1.6 General Services.** Company shall make commercially reasonable efforts to provide the following services to Traveling Members. UNLESS STATED DIFFERENTLY BELOW, THE FINAL SELECTION OF AND PAYMENT FOR ANY SUCH PROVIDER OR SERVICES SHALL BE THE SOLE RESPONSIBILITY OF THE MEMBER.

**a. Medical Locator Services.** Provide a Traveling Member with names, addresses and telephone numbers for local hospitals, clinics, medical practitioners and/or physicians.

**b. Legal Locator Services.** Provide a Traveling Member with names, addresses and telephone numbers for local lawyers and/or other legal professionals.

**c. Transport of Medication and Medical Supplies.** Arrange for the transport of medication and other medical supplies to a Traveling Member.

**d. Telephonic Interpretation Services.** Arrange for and/or provide telephonic translation services for a Traveling Member. If a Traveling Member requires the presence of an interpreter or other customized services, such services will be at the Member's sole expense.

**e. Security Services Referral.** At the request of a Traveling Member who is experiencing threats to their personal safety, Company may, to the extent practicable, arrange for Company personnel or a Company Contractor to refer such Traveling Member to security specialists.

**f. Passport & Visa Services.** Arrange for replacement of U.S. passport and U.S. VISA documents from U.S. authorities for a Traveling Member.

**g. Emergency Message Relay.** Relay emergency messages to a Traveling Member's family. Company shall use means reasonably available to ensure transmission of such messages.

**h. Transport of Medical Records, Documents and Studies.** Arrange for the dispatch of medical records from the Traveling Member's location to Company and/or other appropriate locations within the United States. If the dispatch occurs in connection with Company providing medical transport services to the Traveling Member, Company shall be responsible for the cost of the dispatch; otherwise the Traveling Member shall be responsible for any associated costs.

**2.2 Totalcare<sup>SM</sup> Health Information and Medical Consultation Services.** THIS SECTION 2.2 ONLY APPLIES TO MEMBERS WHO HAVE SELECTED AND PAID FOR A TOTALCARE MEMBERSHIP. TOTALCARE SERVICES ARE AVAILABLE TO MEMBERS WHETHER OR NOT THEY ARE TRAVELING. FOR MEMBERS PURCHASING A DOMESTIC-ONLY TOTALCARE MEMBERSHIP ("DOMESTIC MEMBERSHIPS"), TRAVEL SERVICES UNDER 2.1 ABOVE ARE ONLY AVAILABLE WHEN LOCATED IN THE MEMBER'S HOME COUNTRY.

**2.2.1 Totalcare Health Information Services.** To the extent permitted by law, Company will provide Member with health information services by telephone, email, fax transmission, or other appropriate modes of communication, in Company's sole discretion, at the request of any Member. The health information services do not establish diagnosis, treatment or a physician-patient relationship.

**2.2.2 Totalcare Medical Consultation Services.** To the extent permitted by law and as requested by Member, Company will arrange for the provision of medical consultation services ("Totalcare Consultation") from Elite Medical Group, PC ("Provider"), an independent, third-party association of healthcare professionals to Member. Separate charges may apply, based on the type of membership purchased.

1. By requesting a Totalcare Consultation, Member is entering into a doctor/patient relationship with physicians employed by or under contract with Provider ("Provider Physicians"), which shall be the provider of Totalcare Consultations to Member.
2. Unless otherwise provided under the type of membership purchased, Member shall be responsible for the payment of all fees, costs and expenses associated with Totalcare Consultations, as may be established by Provider from time to time in its discretion, when located within their Home Country. For Members located in a Foreign Country (other than those with Domestic Memberships), Company shall arrange and provide access to such Totalcare Consultations at its expense. Member agrees to pay for Totalcare Consultations at the time of request, unless payment arrangements have been established through Member's employer, association, or other entity. Member acknowledges that all Totalcare Consultations and associated medical treatment are rendered by Provider, and Provider shall determine, in its discretion, the mode and manner in which Totalcare Consultations will occur.
3. Member agrees to complete a medical history disclosure form that Provider will store electronically and make such information available to Provider Physicians and their supporting staff as necessary to provide Totalcare Consultations. Member agrees to the entry of Member's medical records into the Provider's computer database, and understands that all reasonable measures have been taken to safeguard such medical information, in accordance with federal HIPAA standards, but no computer or phone system is totally secure. Provider

recognizes your privacy and, in accordance with its Privacy Policy, will not release information to anyone without your written authorization or as required by law, or in accordance with your health insurer's privacy policy if applicable.

4. Totalcare Consultations may be conducted by video conference, telephone, email, fax transmission, or other modes of communication, subject to availability. Member acknowledges that these modes of communication may not be the most appropriate course of treatment for Member's health care problem and that TotalCare Consultations are not intended to replace the relationship with Member's primary care physicians. Member agrees to not use Totalcare Consultations for any service that must be provided by Member's primary physician such as, but not limited to, a follow-up to an in-office visit as required by Member's healthcare plan. Member agrees to contact Member's local primary care physician immediately should Member's condition or symptoms change or worsen.
5. Member acknowledges that, if Member has a primary care physician, that relationship is not replaced by Provider Physicians. Furthermore, Member agrees that, by requesting a Totalcare Consultation from Provider, Member is designating Provider and the Provider Physician as member's physicians because Member's primary care (or other) physician, as applicable, is not available.
6. Member acknowledges and agrees that in connection with any Totalcare Consultation Company is acting solely as a service provider to Provider. Company arranges for the provision of care by Provider; Company does not provide medical care. In its capacity as a service provider, Company may also collect fees on Provider's behalf, and Member hereby acknowledges and agrees that doing so (or by paying such fees on Member's behalf as provided herein), does NOT establish a physician-patient relationship between Company and Member.
7. It is further acknowledged and agreed by Member that Provider operates subject to state regulation, that Totalcare Consultation services may not be available in certain states. There is no guarantee that you will be treated as a patient by Provider if, for example, your medical condition cannot be properly treated by a Provider Physicians, or the state where you are located restricts access to telemedicine. Provider does not guarantee that a Totalcare Consultation will result in a prescription, and Provider does not prescribe DEA controlled substances or certain other medications in connection with a Totalcare Consultation due to the potential for abuse. Member agrees to fully and carefully read all provided product information and labels and to contact a physician or pharmacist for any questions regarding the prescription. Membership benefits and the availability and fees associated with Totalcare Consultations may vary due to the type of membership purchased.

**2.3 Services Maximum.** The aggregate maximum cost to Company for the Travel services provided pursuant to this Agreement shall be limited to US\$500,000 per membership (individual or family) in any 12 month period. The maximum cost to Company for Medical Transport Services pursuant to Section 2.1.2 shall be US\$500,000; for Local Field Rescue Services pursuant to Section 2.1.4 shall be USD\$15,000; and for Transport of Mortal Remains services pursuant to Section 2.1.3 shall be US\$15,000. The maximum cost to Company for Security Evacuation Services pursuant to Section 2.1.5 shall be US\$100,000.

**2.4 Requests for Services.** Members shall be required to reimburse Company for any services, including Medical Transport Services, requested by the Member or their Designated Representative that do not qualify under the terms and conditions for such services under this Agreement. At the discretion of Company, Company may require that the Member guarantee payment by credit card or other means acceptable to Company before such services are provided, and Company shall be under no obligation to provide such services should guarantee or payment not be provided to Company.

**2.5 General Exclusions.** Company shall not be under any obligation to pay for or provide any products or services not explicitly set forth in this Agreement, including but not limited to, payment or reimbursement of any hospital, medical expenses, transport or any services not arranged and provided by Company. Any such expenses shall be the sole responsibility of the Member. Member acknowledges and agrees that this Agreement relates only to the rendering of services and the provision of certain related products as specified herein. This Agreement is not, nor shall it be deemed or construed as, a policy of insurance of any kind or nature.

**3. Payment.** All membership fees are due and payable on or before the commencement of the membership. All other fees, including but not limited to Medical Consultation fees, are due prior to or at the time services are rendered. The membership fees cover the initial Medical Consultation for membership approval, record creation and intake by Provider, as well as updating such at each renewal.

**4. Refunds.** Company will not refund any portion of any membership fee after the membership start date.

**5. Limitation of Liability.** IN NO EVENT SHALL COMPANY, PROVIDER, COMPANY CONTRACTORS OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, MANAGERS, SHAREHOLDERS, AGENTS, LEGAL

COUNSEL, ACCOUNTANTS OR GUARANTORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER AS A RESULT OF ANY ACTION OR OMISSION BY COMPANY, PROVIDER OR ANY COMPANY CONTACTOR, INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS AND SERVICES DESCRIBED. MEMBER ACKNOWLEDGES THAT RECEIVING THE SERVICES DESCRIBED IN THIS AGREEMENT MAY BE EXTREMELY RISKY, AND AGREES TO HOLD COMPANY HARMLESS FOR ANY LOSS OR DAMAGES. COMPANY'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES OR LOSS SHALL BE LIMITED TO THE MEMBERSHIP FEE PAID TO COMPANY FOR THIS MEMBERSHIP. NOTWITHSTANDING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT COMPANY SHALL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATED TO, DIRECTLY OR INDIRECTLY, ANY ACT OR OMISSION OF PROVIDER OR ANY TOTALCARE CONSULTATION, INCLUDING ANY PERSONAL INFORMATION COLLECTED IN CONNECTION WITH SUCH TOTALCARE CONSULTATION.

**6. Indemnity.** Member agrees to indemnify, save and hold harmless Company, its affiliates and their respective officers, employees, directors, managers, shareholders, agents, legal counsel, accountants and guarantors from and against any and all fines, demands, costs, losses, liabilities, damages, lawsuits, actions, deficiencies, claims, taxes and expenses (whether or not arising out of third-party claims) including, without limitation, interest, penalties, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing incurred in connection with or arising out of or resulting from Member's actions or the actions of any of such Member's Designated Representative(s), agents or independent contractors. Company shall be subrogated to all of Member's rights of recovery against any party for loss, to the extent of any payment and/or costs made or incurred by Company for services and regardless of whether Member is made whole. Member hereby acknowledges the foregoing subrogation rights and agrees to execute such further and other documents as Company may reasonably request in order to evidence such subrogation rights, whether before or after services are performed. Without limiting the generality of the foregoing Company shall be entitled to enforce all rights Member has or otherwise would have had against such party, and/or to recover directly from Member from any amounts received and/or due from such party. It is further agreed that all costs and expenses incurred by Company in performing the services shall conclusively be deemed to be reasonable.

**7. Force Majeure.** Company shall not be liable for failure to provide or delay of services resulting from acts of God or other causes beyond Company's control.

**8. Authorization to Obtain and Use Personal Information.** As may be required by applicable law, Member(s) hereby authorizes (i) the release to or from Company, any Company Contractor and/or Designated Representative of any and all confidential Member information, including but not limited to, financial information and protected health information (as may be defined by applicable law, such as medical records, histories, examinations and tests, medical images, photographs, x-rays, output data from medical devices and sound and video files) ("Personal Information"), and (ii) Company and Company Contractors to use any and all such Personal Information in connection with providing services hereunder, in its sole discretion. The Member agrees to provide and to otherwise assist Company in obtaining Personal Information when requested by Company and acknowledges and agrees that Company shall not be obligated to provide services if Company is not able to receive or release any necessary Personal Information required.

**9. Informed Consent for Transport and Treatment.** Member hereby gives informed consent for any transportation and medical care of Member by Company and/or Company Contractors contemplated by this Agreement, including Totalcare Consultations. Member has been informed and understands the benefits and risks associated with transport, medical care and telemedicine consultation (including potential technology risks, such as interruptions, unauthorized access and/or technical difficulties) that may be requested and/or provided under this Agreement and hereby consents thereto. Member understands and agrees that medical care, including emergency care, may be initiated during transport by Company and/or Company Contractors should such care become necessary in the professional judgment of Company and/or Company Contractors. Member agrees to read and execute all forms, waivers, releases and other necessary documents prior to receiving services under this Agreement, including but not limited to Totalcare Consultations. Company shall not be obligated to provide services of any kind if all requested documents are not read and executed by Member.

**10. Designated Representative.** Except as provided in Section 2.4 of this Agreement, in the event that a Member is unable to make decisions, Company or Company Contractors will attempt to contact the Member's Designated Representative for the purposes of making decisions on behalf of Member in regards to any items or services set forth in this Agreement. The Designated Representative is the person or persons identified to Company by the Member during enrollment or after as the primary person who will be making decisions on behalf of the Member in the event the Member becomes incapacitated.

**11. Amendment.** Company may amend this Agreement without notice to Member which shall be effective immediately upon posting on Company's website.

**12. Enforceability.** If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**13. Waiver.** No failure or delay in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

**14. Disputes and Arbitration.** In the event of a dispute related to this Agreement, the parties agree to the following:

**a. Binding Arbitration.** Member and Company agree to submit any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to this Agreement and/or Member's use of the Services (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) to binding arbitration rather than by filing any lawsuit in any forum other than set forth in this section. Further Member agrees arbitration is final and binding and subject to only very limited review by a court. Member also waives the right to any form of appeal, review or recourse to any court or other judicial authority, insofar as such waiver may be validly made. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to this Agreement and/or Member's use of the Services.

**b. Arbitration Procedures.** Member must first present any claim or dispute to Company by contacting Company to allow an opportunity to resolve the dispute through good faith discussions. Member may request arbitration if Member's claim or dispute cannot be resolved within 60 days after presenting the claim or dispute to Company. Company may request arbitration against Member at any time after it has notified Member of a claim or dispute. The arbitration of any dispute or claim shall be conducted in accordance with the then current and applicable rules of JAMS as modified by this Agreement. The place of any arbitration will be Boston, Massachusetts, USA, and will be conducted in the English language. Claims will be heard by a single arbitrator. The arbitrator may not award relief in excess of or contrary to what this Agreement provides, order consolidation or arbitration on a class wide or representative basis, award punitive or consequential damages or any other damages aside from the prevailing party's actual damages, or order injunctive or declaratory relief, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither Member, nor Company nor the arbitrator may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

**c. No Class Actions.** There shall be no right or authority for any claims subject to this arbitration clause to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (including, but not limited to, as a private attorney general).

**d. Fees and Expenses.** All administrative fees and expenses of arbitration will be divided equally between Member and Company. Each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration hearing.

**e. MEMBER MUST CONTACT COMPANY WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE, OR MEMBER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.**

**15. Fraudulent Activity.** Any fraud, misrepresentation, omission or concealment in the statements and/or actions made by Member in obtaining this membership or requesting services may render Member ineligible to receive services from Company, at Company's sole discretion, including but not limited to, knowingly purchasing a Company membership when a medical or security event has already begun or is imminent or when any other membership exclusion exists. All items and services shall be forfeited and Company shall be entitled to reimbursement, including attorney's fees, for any services provided based on such statements and/or actions.

**16. Entire Agreement.** This Agreement represents the entire agreement between Member and Company and supersedes any agreement or representation, written or oral, occurring outside of this Agreement. Company reserves the right to change or amend the terms contained in this Agreement without prior notice.