GLOBAL RESCUE LLC
CONSUMER MEMBER SERVICES AGREEMENT AND TERMS OF SERVICE

IMPORTANT – BY PURCHASING AND/OR USING YOUR GLOBAL RESCUE CONSUMER MEMBERSHIP YOU AGREE TO BE BOUND BY THIS MEMBER SERVICES AGREEMENT AND ITS TERMS AND CONDITIONS.

This Member Services Agreement ("Agreement") is a legal agreement between you and Global Rescue LLC ("GR"). GR reserves the right, in its sole discretion, to reject any application for GR 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.

"Designated Representative" – Individual as identified to GR by the Traveling Member as the primary decision maker for the Traveling Member should the Traveling Member be unable to communicate.

"Field Rescue" – The transport of the Traveling Member by ground, air, or sea to a hospital, clinic or other medical provider capable of providing care to a Traveling Member in need of Hospitalization. Field Rescue does not include any activities related to search and the Traveling Member's location must be known.

"Foreign Country" – The country in which the Member is temporarily residing or visiting that is other than the country where the Member's Home Address is located.

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

"Home Address" – The Member's residence as described in their enrollment application and/or as described in an official state or government listed identity document.

"Hospital of Choice" – The hospital or medical clinic located in the Traveling Member's Home Country identified by the Traveling Member as their desired transport destination in the event in-patient hospitalization is required.

"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 or, if the Traveling Member is suffering from an illness or injury which, in GR's sole discretion, requires emergency medical care to avoid death or serious and permanent impairment to the Traveler's health, will be medically diagnosable and is sufficiently serious to warrant in-patient hospitalization if no facility is reasonably available.

"Member" – The individuals named on the individual or family GR enrollment application who have paid the appropriate membership fees and who have been approved for membership by GR.

"Qualifying Security Event" – Is an occurrence where the Traveling Member is temporarily located where: (i) officials of the 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 Traveling Member has been expelled or declared persona non grata in writing by the authority of the government of the Foreign Country, and/or (iii) security events have created a situation in which the Traveling Member is in danger of imminent grievous bodily harm, as determined by Global Rescue, to the extent that the Traveling 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 a Foreign Country pursuant to the orders of the recognized government of the Foreign Country; AND (v) the Traveling Member has enrolled and paid for the Security Membership Upgrade pursuant to the terms of this Agreement; AND (vi) the events meet the criteria established in Section 2.4.

"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.

"Polar Membership Upgrade" – A selection made and paid for by the Member that entitles the Member to transport services from the Arctic above 80th parallel North OR from/near the Antarctic continent below the 60th parallel South. As of 10/19/11 all new Members and renewals must select and pay for this upgrade to be entitled to these services. (see Sec. 2.2(a)(xiv)).

“Traveling Member” – A Member who is traveling more than 160 miles from their Home Address.

2. Services.

IF A TRAVELING MEMBER EXPERIENCES AN EMERGENCY OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, A MEDICAL OR SECURITY EMERGENCY, THE TRAVELING MEMBER SHOULD CALL LOCAL EMERGENCY MEDICAL OR SECURITY SERVICES (I.E. 911). HOWEVER, IN ORDER TO QUALIFY FOR GR SERVICES, THE TRAVELING MEMBER MUST CONTACT GR AT THE TIME OF THE EVENT REQUIRING HOSPITALIZATION OR AT THE TIME OF A QUALIFYING SECURITY EVENT.GR SHALL NOT BE OBLIGATED UNDER ANY CIRCUMSTANCES TO REIMBURSE A MEMBER OR PAY ANY THIRD-PARTY SERVICE PROVIDER FOR ANY ASSOCIATED COSTS WHICH HAVE BEEN ARRANGED BY THE MEMBER OR ON BEHALF OF THE MEMBER BY ANY THIRD PARTY. (see Sec. 2.8).

2.1 Health Information Services. To the extent permitted by law, GR will arrange for the provision of health information services by telephone, email, fax transmission, or other appropriate modes of communication, in GR’s sole discretion, at the request of any Traveling Member. The health information services provided through the membership shall not establish diagnosis, treatment or a physician-patient relationship.

2.2 Medical Transport Services. To the extent permitted by law and subject to the conditions, exclusions, and limitations of Section 2.2, GR will provide, arrange, and pay all necessary and ordinary expenses for: (i) Field Rescue; and/or (ii) air and/or surface transport to the Traveling Member’s Hospital of Choice, located within the Traveling Member's home country, for a Traveling Member who is Hospitalized or in need of in-patient hospitalization.

a. GR reserves the right to determine, in its sole discretion (i) whether a Traveling Member’s condition is sufficiently serious to warrant transport services, and (ii) the mode of transport. GR shall not be under any obligation to provide more than two (2) such transports to any Traveling Member in any twelve (12) month period. GR shall not be under any obligation to provide transport services to a Traveling Member if, in GR’s 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; (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 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 [or 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; (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 of alcohol, drugs or intoxicants not 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 Physician or Global Rescue’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 80th parallel North OR on/near the Antarctic continent below the 60th parallel South AND the Traveling Member has not purchased a Global Rescue Polar Membership after 10/19/2011; OR (xvi) the Traveling Member failed to maintain immigration, work residence or similar visas, permits or other documentation necessary for transport.

2.3 Transport of Mortal Remains Services. To the extent permitted by law and subject to the terms, limitations and exclusions of Section 2.2 and upon a Traveling Member’s estate executor’s request, GR will arrange and pay for reasonable expenses related to transporting a Traveling Member’s mortal remains to the country in which the Traveling Member’s passport was issued. GR reserves the right to determine the mode and timing of transport.

2.4 Security Evacuation Services. THIS SECTION 2.4 ONLY APPLIES TO MEMBERS WHO HAVE SELECTED AND PAID FOR THE SECURITY MEMBERSHIP UPGRADE WITH GR. To the extent practicable and permitted by law, and subject to the terms, limitations, and exclusions of Section 2.4, GR will provide, arrange, and pay all necessary and ordinary expenses 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. Transport for a Qualifying Security Event must be requested within 5 days of the announcement or commencement of such event. In dangerous regions or situations, GR personnel shall have sole discretion whether or not to provide such services and GR at all times reserves the right to determine the manner in which such services are provided.

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

b. GR shall not be under any obligation to provide more than one (1) such transport to any Traveling Member in any twelve (12) month period. GR shall not be under any obligation to provide transport services to a Traveling Member if, in GR'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 GR 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 GR 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.

2.5 General Services. GR shall make commercially reasonable efforts to provide the following services. UNLESS STATED DIFFERENTLY BELOW, THE FINAL SELECTION OF AND PAYMENT FOR ANY SUCH TREATMENT PROVIDER OR SERVICES SHALL BE THE SOLE RESPONSIBILITY OF THE TRAVELING MEMBER.

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

b. Legal Locator Services. Provide 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 Traveling Member.

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

e. Security Services Referral. At the request of a Traveling Member who is experiencing threats to their personal safety, GR may, to the extent practicable, arrange for GR personnel or a GR 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 Traveling Member.

g. Emergency Message Relay. Relay emergency messages to Traveling Member's family. GR 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 Global Rescue and/or other appropriate locations within the United States. If the dispatch occurs in connection with GR providing transport services to the Traveling Member, GR shall be responsible for the cost of the dispatch; otherwise the Traveling Member shall be responsible for any associated costs.

2.6 Services Maximum. The aggregate maximum cost to GR for the services provided pursuant to this Agreement shall be limited to US$500,000 per membership per year. The maximum cost to GR for medical transport services pursuant to Section 2.2 shall be US$500,000, and for mortal remains services pursuant to Section 2.3 shall be US$15,000. The maximum cost to GR for security transport services pursuant to Section 2.4 shall be US$100,000.

2.7 Unnecessary Utilization and Transport. All Members shall be required to reimburse GR for services utilized, at the request of the Member or Designated Representative, to Members or persons who do not qualify for Services under this Agreement. In the event that GR transports a Traveling Member, at the request of the Traveling Member, who does not require Hospitalization or who does not qualify for transport under the definition of a Qualifying Security Event as determined by GR, Traveling Member shall reimburse GR for the cost of transport. At the discretion of GR, before such transport occurs the Traveling Member shall guarantee payment by credit card or other means acceptable to GR. GR shall be under no obligation to provide services should such guarantee or payment not be provided to GR.

2.8 GR Obligation. GR shall only be obligated to pay for services which are provided and arranged for by GR and GR Contractors. The final selection and payment for any such services not arranged for or provided by GR shall be the sole responsibility of the Traveling Member. GR shall not be obligated to provide reimbursement for evacuation services arranged by any third party.

3. Payment. All membership fees are due and payable on or before the commencement of the membership. All other fees are due upon invoice or prior to or at the time services are to be rendered by GR, in GR's sole discretion.

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

5. Limitation of Liability. IN NO EVENT SHALL GR, GR'S OFFICERS, EMPLOYEES, DIRECTORS, MANAGERS, SHAREHOLDERS, AGENTS, LEGAL COUNSEL, ACCOUNTANTS, GUARANTORS OR GR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER AS A RESULT OF ANY ACTION OR OMISSION BY GR OR ANY GR 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 GR HARMLESS FOR ANY LOSS OR DAMAGES. GR'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES OR LOSS SHALL BE LIMITED TO YOUR MEMBERSHIP FEE.

6. Indemnity. Member agrees to indemnify, save and hold harmless GR and its 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 agents or independent contractors. GR shall be subrogated to all of Member's rights of recovery against any party for loss, to the extent payment and/or the costs therefore are made or incurred by GR 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 GR may reasonably request in order to evidence such subrogation rights, whether before or after Services are performed. Without limiting the generality of the foregoing GR 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 GR in performing the Services shall conclusively be deemed to be reasonable.

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

8. Survival of Claims. Any and all legal actions and claims arising under this Agreement against GR, its officers, directors, employees or agents shall be barred unless written notice thereof is received by GR within one (1) year of the date of the event giving rise to such action or claim.

9. Authorization to Share Information and Informed Consent. The Member authorizes the release, to or from GR and any GR Contractor or Designated Representative, of any and all confidential Member information, including but not limited to, financial information, patient medical records, histories, examinations and tests, medical images including photographs, x-rays or other images, output data from medical devices and sound and video files ("Personal Information"). The Member agrees to assist GR in obtaining this Personal Information when necessary and that GR shall not be obligated to provide services if GR is not able to receive or release any necessary Personal Information required.

10. Consent to Transport and Treatment. Member hereby gives consent for the transportation and treatment of Member by GR and/or GR Contractors. Member understands and agrees that medical care, including emergency care, may be initiated during transport by GR and/or GR Contractors should such care become necessary in the professional judgment of GR and/or the GR Contractors. Member consents to the provisions of such medical care and treatment should such care become necessary. Member understands the benefits and risks associated with such transport, care and treatment and hereby consents thereto. Member agrees to read and execute all forms, waivers, releases and other necessary documents prior to receiving services. GR shall not be obligated to provide services if all necessary documents are not read and executed by Member.

11. Designated Representative. Except as provided in Section 2.3 of this Agreement, in the event that a Member is unable to make decisions, GR or GR 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 GR 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.

12. General Exclusions and Prior Approval. GR shall not be under any obligation to provide any items or services not explicitly set forth herein, including but not limited to any hospital or medical expenses of any kind or nature.

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

14. 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.

15. 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.

16. Governing Law and Venue. This Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts and shall only be adjudicated in the Business Litigation Section of the Suffolk Superior Court or the federal courts located in the Commonwealth of Massachusetts. You agree to not commence, prosecute or assist in any way another person or entity, to commence or prosecute, any legal action against GR in any forum or jurisdiction other than those stated herein.

17. Fraudulent Activity. Any fraud, misrepresentation, omission or concealment in the statements and/or actions made by Member in requesting services may render Member ineligible to receive services from GR, at GR's sole discretion, including but not limited to, knowingly purchasing a GR 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 Global Rescue shall be entitled to reimbursement, including attorney's fees, for any services provided based on such statements and/or actions.

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