

# TotalCare PRiority<sup>SM</sup>

## MEMBER SERVICES AGREEMENT AND TERMS OF SERVICE

**IMPORTANT – BY PURCHASING AND/OR USING YOUR TOTALCARE PRIORITY 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 Tropical Medical Services Company (“**Company**”). Company reserves the right, in its sole discretion, to reject any application for TotalCare PRiority 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.

“Company Contractor” – Any Company contractor, sub-contractor, or other outsourced provider that provides products or services pursuant to this Agreement, including, but not limited to, Elite Medical Group PC, GRI LLC, Doctor’s Center Hospital Orlando Health – Dorado (“DCHOH”), The Johns Hopkins Emergency Department Division of Special Operations, and Global Rescue LLC.

“Family Membership” – A Member, their spouse or domestic partner and up to 6 dependent children under age 18. Each individual within a Family Membership shall be considered a Member.

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

“Spousal Membership” – A Member, and their spouse or domestic partner. Each individual within a Spousal Membership shall be considered a Member.

**2. Membership Services.** This TotalCare Priority membership gives Members preferred, priority access to certain emergency, urgent, and routine medical care provided by Elite Medical Group PC (“Provider”), an independent, third-party association of healthcare professionals, and DCHOH.

**2.1 Enrollment.** At initial enrollment, Member agrees:

1. to complete a medical history disclosure form that Provider will store electronically and Member authorizes Company to make such information available to Provider Physicians, DCHOH, and their supporting staff as necessary to provide Medical Consultations and Priority services.
2. 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.
3. to provide all information requested to register to receive care and services from DCHOH, including both medical and insurance information. Member acknowledges and agrees that all services and care provided by DCHOH are subject to DCHOH policy and will be billed to Member and/or their insurance carrier. **All charges for DCHOH services will be the responsibility of Member.**

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

**2.2 Medical Consultations.** To the extent permitted by law and as requested by Member, Company will arrange for the provision of medical consultation services (“Medical Consultation”) from Elite Medical Group PC (“Provider”), an independent, third-party association of healthcare professionals. In addition, as may be medically necessary in

emergent situations, as determined by Provider, Members may receive second opinion consultation services from The Johns Hopkins Emergency Dept. Division of Special Operations.

1. By requesting a Medical 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 all Medical Consultations. **There will be no charge to Member or their insurance carrier for Medical Consultation services of Provider Physicians provided pursuant to this membership.**
2. Medical Consultations may be conducted in person at DCHOH (in office or emergency room), or by video conference, telephone, email, fax transmission, or other modes of communication, subject to availability. Member acknowledges that remote modes of communication may not be the most appropriate course of treatment for Member's health care problem, and to seek in-person care if so advised by a Provider Physician. Medical Consultations may be used for annual physicals, wellness checks, emergent conditions, general illness, and/or care oversight.
3. Member acknowledges and agrees that in connection with any Medical 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. Member acknowledges and agrees that the services provided by Company under this membership DO NOT establish a physician-patient relationship between Company and Member.
4. It is further acknowledged and agreed by Member that Provider operates subject to state regulation, that Medical 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.
5. All Medical Consultations will be arranged by contacting Company either by telephone or through the My Global Rescue App. Operations center support (provided by Global Rescue LLC) is available 24/7/365 for questions, medical information services, and arrangement of Medical Consultations with Provider Physicians. If Member is experiencing an emergency, Member should contact 911 or similar services, and/or go to the emergency room at DCHOH and notify Company via phone. It is acknowledged by Member that in certain emergency situations it may be necessary that Member receive medical care by ambulance personnel and/or ER physicians who are not affiliated with Company or Provider, and that in such situation Member shall be responsible for any charges and fees that may be incurred.

**2.3 Priority Access.** All Provider Physicians providing Medical Consultations at DCHOH shall be dedicated to serving Members. Members shall receive priority access to the following services at DCHOH (subject to availability):

1. Emergency room.
2. Laboratory.
3. Imaging.
4. Pharmacy.
5. 7<sup>th</sup> Floor VIP ward rooms at DCHOH.

**2.4 Medi-vac Transport Services.** Members will have priority access to medical transport services provided by Global Rescue LLC and GRI LLC. Member shall responsible for any fees or costs incurred in the provision of such services.

**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. The membership fees covers Medical Consultations, 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 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 MEDICAL CONSULTATION, INCLUDING ANY PERSONAL INFORMATION COLLECTED IN CONNECTION WITH SUCH MEDICAL CONSULTATION.

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

**7. 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.

**8. Informed Consent for Transport and Treatment.** Member hereby gives informed consent for any medical care of Member by Provider and/or Company Contractors contemplated by this Agreement, including Medical Consultations. Member has been informed and understands the benefits and risks associated with 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 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 Medical Consultations. Company shall not be obligated to provide services of any kind if all requested documents are not read and executed by Member.

**9. 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.

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

**11. 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.

**12. 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.

**13. 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 San Juan, PR, 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.**

**14. 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.