Emergency Translation and Interpreter Services
In the event of an emergency situation, Intl.SOS will provide telephone translation services and interpreters of necessary languages to the assistance center network. A fee is charged if personal presence or customized services are required.

Confidentiality
Intl.SOS will assist Members with coordinating overseas claims procedures with their insurance programs. Note - medical bills should not be sent to Intl.SOS, but directly to the insurer, as directed by Intl.SOS, to avoid delays in settlement.

TRAVEL ASSISTANCE
Transportation to a Hospitalized Member
Following notification and with Intl.SOS’ prior written approval, Intl.SOS will arrange and pay for the cost of one economy class round trip airfare for a relative or friend to join a Member who has or will be hospitalized outside his/her Place of Residence or Host Country for more than seven (7) days.

Accommodation While Visiting Hospitalized Member
Intl.SOS will arrange and pay for hotel accommodation for the Member’s companion who is visiting the Member while he/she is hospitalized outside his/her Place of Residence or Host Country for more than seven (7) days (not including personal expenses such as meals, telephone charges and personal services).

Transportation of Minor Children
If a Member has minor children who are left unattended as a result of a Member’s injury, illness or medical evacuation, Intl.SOS will also coordinate the cost for the economy class one-way airfare for the transportation of such minor children to the Member’s Place of Residence or Host Country.

Return of Traveling Companion
Following Members evacuation by Intl.SOS and a traveling companion’s return air ticket is no longer usable, Intl.SOS will arrange and pay for one-way economy air transportation for the companion to the original departure point.

Travel Arrangement After Medical Evacuation
Following a Member’s medical evacuation by Intl.SOS and with Intl.SOS’ prior written approval, Intl.SOS will arrange and pay for the reasonable and necessary cost for airfare for the Traveler, Frequent Traveler or Extended Stay Traveler to resume his/her trip and/or return to his/her Place of Residence or Host Country.

Emergency Family Travel Arrangements
Intl.SOS will coordinate emergency travel arrangements for family members who need to join a hospitalized Member. The costs of travel services are the responsibility of the Member or the family members.

ONLINE SERVICES AND INFORMATION
Travel Health Information
Members can access travel health information via a password protected Internet website. Intl.SOS destination reports, which are summary reviews of the health situations in over 170 countries around the world, will be made available to Members through the Intl.SOS Global Traveler Portal. The portal contains summary information on travel health, including up-to-date outbreaks, alerts and vaccination information. The Portal also provides useful information for travelers with links to world weather conditions, a currency exchange calculator, a directory of Internet cafes around the world, electrical plugs used abroad and traditional travel requirements.

Email Health Alerts
Each Member can sign up to receive Intl.SOS email health alerts concerning travel health information. The service provides Members with the ability to receive up-to-date travel health information, travel alerts and travel advice, through electronic means. Health alerts are issued when there is a developing risk that in the opinion of the Intl.SOS medical staff may negatively impact travelers visiting a country.

Emergency Medical Evacuation
On a reasonable commercial efforts basis, Intl.SOS will provide the Members with an assistance application (“Assistance App”) for downloading onto the Members’ mobile devices. The Assistance App provides Members with real-time travel health and medical advising, emergency evacuation coordination, medical information, travel advice and last minute travel arrangements. The Assistance App is available for iOS, Android and BlackBerry smartphones. Intl.SOS’ ability to successfully provide access to the Assistance App will be conditional on factors which may be outside the control or influence of Intl.SOS which may include third parties.

Program Limitations
The following limitations shall apply to the services in this Program:

- Emergency Medical Evacuation, Medically Supervised Repatriation and Repatriation of Mortal Remains
  - Maximum of $1,000,000 per Member per Intervention
  - Transportation to Join a Hospitalized Member
  - Maximum of $2,500 per Member per Intervention
  - Accommodation While Visiting Hospitalized Member
  - Maximum of $2,500 per Member per Intervention

- Transportation of Minor Children
  - Maximum of $2,500 per Member per Intervention
  - Return of Traveling Companion
  - Maximum of $2,500 per Member per Intervention
  - Travel Arrangement After Medical Evacuation
  - Maximum of $2,500 per Member per Intervention

Eligibility
Intl.SOS has no obligation to render the services hereunder unless the following eligibility requirements have been met:

- Only those persons designated as Members on the Application shall be eligible for services under the Program.
- Coverage under the Program requires the initial purchase be prior to commencement of trip. Subsequent purchases to renew or extend the Program may be made post departure while actively on assignment/traveling, so long as new coverage is purchased prior to expiration of current coverage.
- Membership continues only for the period for which the Membership Fee has been paid.
- Members engaged in the performance of any business, trade or profession known to be hazardous, involving the handling of radioactive and other materials, mining and construction, are not eligible for services under the Program. If they are designated on the Application as performing such activities and prior written approval has been obtained from Intl.SOS.
- Newborn children are covered under the Program after the 45th day from the date of birth subject to the newborn’s inclusion on the Application and the Member has paid the applicable fee.

Payment of Membership Fee and Reimbursements
(1) The Membership Fee is due and payable on or before the commencement of services. Intl.SOS shall have no obligation to render services hereunder unless the Membership Fee has been paid in full.
(2) Payment of any relevant charges may be made prior to commencement of services, and Intl.SOS under the Program may be paid in advance of services.
(3) The Members agrees to pay Intl.SOS all Reimbursements which are due under or pursuant to these Terms and Conditions, within thirty (30) days of the date of the Intl.SOS invoice.
(4) Members will be responsible for the payment of all applicable withholding taxes, customs, levies, excise taxes (excluding without limitation value added tax, goods and services tax, use tax and sales tax), deductions or other similar charges imposed by any jurisdiction or government on Intl.SOS or on its services.
(5) The Member’s obligation to pay the Membership Fee and Reimbursements shall not be contingent upon the outcome of any insurance or third party claim.
(6) The Membership Fees are non-refundable. If a written request is received prior to the commencement of the Program. No partial refunds are permitted. After the commencement of the Program, the fee is considered fully earned and nonrefundable.
Any expense incurred for or as a result of any activity required from or on a ship or oil-rig platform, or as a result of the Member engaging in active service in the armed forces or unlawful act.

A scheduled airline flight; as a passenger on a licensed charter fixed wing aircraft over an established

or at a similar off-shore location.

Any expense, regardless of any contributory cause(s), involving the use of or release or the threat

or conditions beyond its control, including but not limited to, sanctions, flight conditions or situations

of the Program.

The Member waives all claims against Intl.SOS for any loss resulting from any advice given, services

or conditions beyond its control, including but not limited to, sanctions, flight conditions or situations

the rendering of services is prohibited or delayed by local laws, regulations or regulatory

and signed by an authorized representative of Intl.SOS.

The Member agrees to indemnify, defend and hold Intl.SOS, its subsidiaries and affiliates, and their respective directors, officers and employees, harmless from and against any and all claims, suits, actions, proceedings, or liabilities of any kind, including reasonable attorney's fees and expenses, arising out of its wrongful conduct, omission or fault.

Force Majeure

Intl.SOS shall not be liable for failure to provide services and/or delays caused by acts of God, strikes, or conditions beyond its control, including but not limited to, sanctions, flight conditions or situations where the rendering of services is prohibited or delayed by local laws, regulations or regulatory agencies. Intl.SOS shall notify the Member of any circumstance likely to cause such failure or delay as soon as reasonably practicable.

Conduct of Others

The Member waives all claims against Intl.SOS for any loss resulting from any advice given, services provided or any acts or omissions of any service provider including, without limitation, providers of medical services, transportation, security personnel or legal services who are referred by Intl.SOS unless due to Intl.SOS' negligent acts or omissions, or willful misconduct.

Consequential Damages

In no event shall Intl.SOS be liable for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses, including without limitation, loss of profits, loss of income, loss of business or loss of use.

Time Limitations

Any and all legal actions and claims arising under this Program shall be barred unless written notice thereof is received by Intl.SOS within one (1) year of the date of the event giving rise to such action or claim.

E-Commerce Policies

Without obtaining the Member's consent, Intl.SOS shall not be permitted to (i) market to or otherwise contact the Member, either electronically or through other media, as a result of their use of Intl.SOS' internet site; or (ii) use, sell, or disclose to any other party any Member-specific information it may have gathered about the Member as a result of his/her use of Intl.SOS' internet site.

Other Limitations

The services are compiled from sources that Intl.SOS considers to be reliable or are expressions of opinion. Intl.SOS has made reasonable commercial efforts to ensure the accuracy of information, however, the information is provided 'as is' and includes reasonable judgments in the circumstances prevailing at the time. The information should not be construed as definitive or binding advice.

Intl.SOS recommends that the Member consult with a travel medicine physician prior to traveling internationally. These Terms and Conditions are entered into between the Member and Intl.SOS, and are intended for the benefit of the Member and no other person or entity, nor shall they be binding or construed as creating or forming any third-party beneficiary status or rights hereunder upon the Member or any other person (including family members) who may be eligible for services provided under the Program.

Fraud, misstatement or concealment in the statements made by, for or on behalf of the Member prior to or when effecting the Program, or any fraudulent claim hereunder shall render the Program null and void and all benefits and services shall be forfeited.

Authorization

Intl.SOS may require Members and their immediate family to give Intl.SOS written authorization and releases prior to rendering services under the Program.

Return to Work

The Member shall be solely responsible for the decision as to whether or not a Member returns to work.

Amendment

Intl.SOS reserves the right in its sole discretion to amend these Terms and Conditions. Any such amendment shall be effective as to the Member upon thirty (30) days written notice.

Relationship

The relationship of the parties shall be that of independent contractor and not of employment, partnership, or joint venture, unless expressly provided otherwise in the Program. Neither party shall have, nor represent that it has, any right or authority to bind the other to assume or create any obligation or responsibility expressed or implied on behalf of the other or in the other's name unless provided in the Program. The Program is not a contract of insurance nor is Intl.SOS an ERISA administrator or fiduciary.

Confidential Information, Trade Secrets, Trademarks, Copyrights and Other Property Rights

Each party expressly undertakes to retain in confidence all information and trade secrets transmitted to the other party that have been designated as proprietary and/or confidential, or by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use or disclosure of such information or trade secrets except under the terms of the Program, or unless authorized to do so by the disclosing party. Intl.SOS shall own and have the exclusive right to all data, documents, intellectual property and software used or generated by it with respect to the Program and shall have the right to retain copies of any documents provided to it.

Geographic Scope of Service

The services provided by Intl.SOS under this Program are rendered on a worldwide basis. Intl.SOS shall be under no obligation to provide the services to Members, who in the sole opinion of Intl.SOS are located in areas that represent conditions in which providing the services is impossible, reasonably impractical or unsafe, including without limitation geographical remoteness, war (whether declared or undeclared), civil or other hostilities or political unrest.

Governing Law

Any dispute hereunder shall be construed and governed by the laws of the Commonwealth of Pennsylvania, United States of America. The venue for all claims and disputes under the Agreement, and all lawsuits filed concerning the Agreement, shall be maintained in Bucks County, Pennsylvania, USA.

Complete Agreement

It is expressly understood and agreed by the parties that the Application and Terms and Conditions are the final expression of the agreement between the parties. There are no promises, agreements, conditions or understandings, either oral or written, between them other than those that are set forth herein. It is further understood and agreed that, unless otherwise provided, no subsequent alteration, amendment, change or addition to the Program shall be binding upon Intl.SOS unless reduced to writing and signed by Intl.SOS.

Headings

Any captions used in these Terms and Conditions are inserted solely for the convenience of reference and shall not constitute a part of these Terms and Conditions, nor shall they affect the meaning, construction or effect.

Notice

All notices hereunder shall be given to Intl.SOS to the address set forth below and to the Member at the address set forth in the Application. Facsimile notice and signatures are acceptable under these Terms and Conditions and shall be effective when received by the addressee.

Intl.SOS, at its sole discretion, will assist Members on a fee-for-service basis for Interventions falling under the above Exceptions. Intl.SOS reserves the right, at its sole discretion, to request additional financial guarantees or indemnification from the Member prior to rendering such services on a fee-for-service basis.

General Provisions

Indemnification

The Member agrees to indemnify, defend and hold Intl.SOS, its subsidiaries and affiliates, and their respective directors, officers and employees, harmless from and against any and all claims, suits, actions, proceedings, or liabilities of any kind, including reasonable attorney's fees and expenses, arising out of its wrongful conduct, omission or fault.

Conduct of Others

The Member waives all claims against Intl.SOS for any loss resulting from any advice given, services provided or any acts or omissions of any service provider including, without limitation, providers of medical services, transportation, security personnel or legal services who are referred by Intl.SOS unless due to Intl.SOS' negligent acts or omissions, or willful misconduct.

Consequential Damages

In no event shall Intl.SOS be liable for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses, including without limitation, loss of profits, loss of income, loss of business or loss of use.

Time Limitations

Any and all legal actions and claims arising under this Program shall be barred unless written notice thereof is received by Intl.SOS within one (1) year of the date of the event giving rise to such action or claim.

E-Commerce Policies

Without obtaining the Member's consent, Intl.SOS shall not be permitted to (i) market to or otherwise contact the Member, either electronically or through other media, as a result of their use of Intl.SOS' internet site; or (ii) use, sell, or disclose to any other party any Member-specific information it may have gathered about the Member as a result of his/her use of Intl.SOS' internet site.

Other Limitations

The services are compiled from sources that Intl.SOS considers to be reliable or are expressions of opinion. Intl.SOS has made reasonable commercial efforts to ensure the accuracy of information, however, the information is provided 'as is' and includes reasonable judgments in the circumstances prevailing at the time. The information should not be construed as definitive or binding advice.

Intl.SOS recommends that the Member consult with a travel medicine physician prior to traveling internationally. These Terms and Conditions are entered into between the Member and Intl.SOS, and are intended for the benefit of the Member and no other person or entity, nor shall they be binding or construed as creating or forming any third-party beneficiary status or rights hereunder upon the Member or any other person (including family members) who may be eligible for services provided under the Program.

Fraud, misstatement or concealment in the statements made by, for or on behalf of the Member prior to or when effecting the Program, or any fraudulent claim hereunder shall render the Program null and void and all benefits and services shall be forfeited.

Authorization

Intl.SOS may require Members and their immediate family to give Intl.SOS written authorization and releases prior to rendering services under the Program.

Subrogation

Intl.SOS shall be subrogated to any right or claim that the Members may have against a third party and which results in the rendering of services by Intl.SOS under the Program.